AMENDMENT OF SOLICICON	TATION/MODIFI TRACT	CATION OF	1. (	CONTRACT ID COL		PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE  05 January 2001	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  SC0600-99-0552/2 SEPT 99				(If applicable)	
6. ISSUED BY CODE	SCO600	7. ADMINISTERED BY (If o	other than It	em 6) COD	E		
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN ROAD, SUITI FT. BELVOIR, VA 22060-6222 PH: (703) 767-8522 FAX: (703) ATTN: TREVA L. JONES Email: tljone	E 4950 767-8757						
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city	county,State,and ZIP Code)		(?) <b>X</b>	9A. AMENDMEN' <b>SP0600-0</b>			N NO.
				9B. DATED (SEE )		00	
				10A. MODIFICAT	ION OF CO	ONTRACT	I/ORDER NO.
			-	10B. DATED (SEE	TITEM 13)	)	
11. THIS ITEM	ONLY APPLIES	TO AMENDMEN	TS O	F SOLICI	ΓΑΤΙ	ONS	
extended.  Offers must acknowledge receipt of this amend methods: (a) By completing Items 8 and 15, and the offer submitted; or (c) by separate letter or tele ACKNOWLEDGMENT TO BE RECEIVED A SPECIFIED MAY RESULT IN REJECTION O may be made by telegram or letter, provided ear opening hour and date specified.  12. ACCOUNTING AND APPROPRIATION DATA (If require 13. THIS ITEM APP	gram which includes a refer THE PLACE DESIGNAF YOUR OFFER. If by vich telegram or letter maked	f the amendment; (b) By a erence to the solicitation a TED FOR THE RECEIP irtue of this amendment your es reference to the solicitation	acknowle and amer If OF OF ou desire ation and	edging receipt on adment numbers FERS PRIOR To to change an of this amendmen	f this ar FAIL TO THE fer alrea	URE OI HOUR ady subs	ent on each copy of F YOUR AND DATE mitted, such change ed prior to the
	THE CONTRACT/						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:	(Specify authority) THE CHANGES	SET FORTH IN ITEM 14 ARE MA	ADE IN TH	E CONTRACT ORDE	R NO. IN	ITEM 10A	4.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS N		MINISTRATIVE CHANGES (such a	is changes i	n paying office approp	riation date	te, etc.) SET	î FORTH
IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAI  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED		ΓΥ OF:					
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign	this document and returncop	ies to the issuing office.					
The purpose of this amendment     From: 2400 minimum     To: 2225 minimum     All other terms and conditions ren	PRODUCT: LINE ITEM 0010, is to revise the Ash So	BITUMINOUS COAL	<u>L</u> OT, UT	•	-		
Amendment 0003 was sent prior to close	of negotiations, this or	ne applies.					
Except as provided herein, all terms and conditions of the docum	nent referenced in Items 9A or 10A						_
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO	ONTRACT	ING OFFICER (Type	or print)		
15B. CONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AME	ERICA			16C.DATE	SIGNED
(Signature of person authorized to sign)		(6)			<u>.</u>		

ΑN	MENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT		ITRACT ID C	ODE	PAGE OF PAGES 1 2
2. <b>AM</b> I	ENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQ. N		5. PROJECT N	NO. (If applicable)
	0002	See Block 16c	SCO600-0				1
	UED BY CODE ense Energy Support Center	SCO600	7. ADMINISTERED BY (# o	ther than I	tem 6)	CODE	
	5 John J Kingman Rd., Suite 4950						
	er/Symbol: J.Brickhill/A. Mills/T. Jone	s/DESC-AC					
	ne: (703) 767-8524/8523/8522 Fax: (70	-					
	ail: jbrickhill@desc.dla.mil, amills@desc.d						
tljon	es@desc.dla.mil Purchase Program:	5.2 thru 5.6					
8. <b>NA</b>	ME AND ADDRESS OF CONTRACTOR ( NO., street,city,count	,State,and ZIP Code)		(≥)	9A. AMENE	DMENT OF SOLIC	ITATION NO.
					CDAA	00 04 D	000=
				X		00-01-R	-0005
						er 5, 200	0
							ONTRACT/ORDER NO.
				1	10B. DATE	D (SEE ITEM 13)	
CODE		FACILITY CODE	AMENDMENTS OF	501	  CITATIO	)NG	
( <b>V</b> )	The above numbered solicitation is amended as						41.1.1.1.1
exter		set forth in Item 14. 1	ne nour and date specifie	a for re	ceipt of Oi	Ters [A ] is e	xtended [] is not
	rs must acknowledge receipt of this amendmen	t prior to the hour and d	ate specified in the solicit	ation o	r as amend	ed, by one of	the following
meth	ods: (a) By completing Items 8 and 15, and ret	urning <b>2</b> copies of	the amendment; (b) By ac	cknowl	edging rece	eipt of this an	nendment on each
	of the	1:1::-1:1::				FAILII	DE OF VOUD
	submitted; or (c) by separate letter or telegram NOWLEGMENT TO BE RECEIVED AT THE						
	CIFIED MAY RESULT IN REJECTION OF YO						
chan	5	1	C				
	be made by telegram or letter, provided each to ing hour and date specified.	negram or letter makes	reference to the solicitation	on and	inis amend	ment, and is r	eceived prior to the
	COUNTING AND APPROPRIATION DATA (If required)						
	13. THIS ITEM APPL						
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (S		DER NO. AS DESCR				LITEM 40A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD	***					
	IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.		IIIVIOTITATIVE OFFAIVOEO (SUCITE	is criarigo	s in paying onic	е арргорнацоп ча	e, ac., of the order
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED IN		Y OF:				
	D. OTHER Specify type of modification and authority)						
E. IMP	PORTANT: Contractor [ ] is not, [ ] is required to sign this docu	ment and return copies to t	he issuing office.				
	DESCRIPTION OF AMENDMENT/MODIFICATION (			ion/contr	act subject	matter where fe	
	The solicitation closing date						
Eas	stern Standard Time <u>to</u> Nove	ember 10, 2000	, 3:00 p.m., East	ern :	Standa	ırd Time	<b>).</b>
9	Offerors are also advised tha	t included in	this Amandman	<b>+ i</b> a	- morris	od DEC	D Form
	2, Individual Small Business						
3 to	o solicitation SP0600-01-R-00	05. (Submissi	on of the DESC	For	m 19.2	is reaui	red of large
	siness concerns only).					1	
					_	_	_
<b>3.</b> .	All other terms and condition	ns of solicitation	on SP0600-01-R	-0005	i rema	in uncha	ınged.
	t as provided herein, all terms and conditions of the docum	ent referenced in Items 9A or					ect.
15A. <b>N</b>	AME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO			R (Type or print)	
			Contracting Offi		_		
15B. <b>C</b>	ONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AM				16C.DATE SIGNED
	-						
(Signa	ture of person authorized to sign)						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		DE	PAGE O	F PAGES		
ΑN	HENDWIENT OF SOLICITATION/		OF CONTRACT	<u> </u>			1	2
	ENDMENT/MODIFICATION NO. $0001$	3. EFFECTIVE DATE October 5, 2000	4. REQUISITION/PURCHAS			5. PROJECT N	O. (If application	able)
6. <b>ISS</b>	UED BY CODE	SCO600	7. ADMINISTERED BY (If or	ther than It	tem 6)	CODE		
Defe 8725 Buy Pho Ema	ense Energy Support Center 5 John J Kingman Rd., Suite 4950 er/Symbol: J.Brickhill/A. Mills/T. Jones ne: (703) 767-8524/8523/8522 Fax: (703 nil: jbrickhill@desc.dla.mil / amills@desc.dla.mil Purchase Program: 5	s/DESC-AC ) 767-8506 la.mil						
8. <b>NA</b>	ME AND ADDRESS OF CONTRACTOR ( NO., street,city,county	State,and ZIP Code)		(≥)	9A. AMENDI	MENT OF SOLIC	ITATION NO	Э.
				X	SP0600	0-01-R-0	005	
				11	9B. DATED (	SEE ITEM 11)		
						er 5, 2000 ICATION OF CO		RDER NO.
					10B. <b>DATED</b>	(SEE ITEM 13)		
CODE	:	FACILITY CODE						
	11. THIS ITEM O	NLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIO	NS		
[X] exter	The above numbered solicitation is amended as aded.	set forth in Item 14. Th	e hour and date specified	for rec	eipt of Offe	ers [] is exten	ded [X]	is not
	rs must acknowledge receipt of this amendment	prior to the hour and da	ite specified in the solicita	ation o	r as amende	d, by one of	he follov	wing
	ods: (a) By completing Items 8 and 15, and retu	=	=			-		_
copy	of the							
ACK SPE	offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change							
	be made by telegram or letter, provided each te ing hour and date specified.	egram or letter makes r	eference to the solicitation	n and t	his amendn	nent, and is r	eceived p	orior to the
12. <b>AC</b>	COUNTING AND APPROPRIATION DATA (If required)							
	13. THIS ITEM APPLI IT MODIFIES THE		IFICATIONS OF CO ER NO. AS DESCR			,		
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Sp						LITEM 10A.	
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD	•						
	IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.1				p g		-,,	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INT		OF:					
	D. OTHER Specify type of modification and authority)							
E IME	ORTANT: Contractor[] is not,[] is required to sign this docur	nont and roturn conice to th	e issuing office.					
	DESCRIPTION OF AMENDMENT/MODIFICATION (C		•	on/contr	act subject m	natter where fe	asihle )	
17	The purpose of this amendment is 1. The Total Estimated Quantity I	to correct the foll isted in Block #4 o	owing:		-		asibic.)	
	183,700 net tons in lieu of 290,300	net tons.						
	2. Attachment 4, Offeror Submissi is included in this amendment.	on Package (OSP	) INDEX, has been	revis	ed to inc	lude page	numk	ers and
b. <i>i</i>	All other terms and conditions of so	licitation SP0600-	01-R-0005 remain (	uncha	anged.			
Excen	t as provided herein, all terms and conditions of the docume	nt referenced in Items 9A or 1	DA, as heretofore changed, remain	ain unch	anged and in f	ull force and effe	ect.	
	AME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO	NTRACT	ING OFFICER			
			Contracting Office		_			
15B. <b>C</b>	ONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AME				16C. <b>DAT</b>	TE SIGNED
(Signa	ture of person authorized to sign)					<u>.</u>		
		i	(Signature of Contracting Officer	-)			Ì	

### INDEX

		<b>PAGE</b>
	ation of Standard Form 1449 orms 6.37 – Schedule of Supplies OP-2 tl	rough OP-29
DESCI	orms 0.57 – Schedule of Supplies	irough O1-2)
	REGULATORY COMMERCIAL ITEM CLAUSES AND PROVISIONS	
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)	OP-30
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995 OP-36	
	REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS	
K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)	OP-37
K38	AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)	OP-37
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	OP-37
	INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	
L21.02	PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)	
	DELIVERIES OR PERFORMANCE	
F3	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)	OP-41
F73.02	DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)	OP-41
	<u>CONTRACT ADMINISTRATION</u>	
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999) OP-42	
I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	OP-43

### **INFORMATION TO OFFERORS OR QUOTERS**

**SECTION A - COVER SHEET** 

1. SOLICITATION NUMBER

a. SEALED BID

SP0600-01-R-0005

#### b. NEGOTIATED (RFP) c. NEGOTIATED (RFQ)

2. (X one)

#### **INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE THAT MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000, which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face of Standard Form 1449, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

#### 3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir. VA 22060-6222

#### 4. ITEMS TO BE PURCHASED (Brief description)

Coal, Bituminous

#### **Requirements Type Contract**

Total Estimated Quantity: 290.300 Net Tons

Ordering Period: 01 May 2001 through 30 April 2002

Purchase Programs 5.2, 5.3, 5.4, 5.5, 5.6

#### 5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED FOR THE FOLLOWING Line Items: 0003, 0004, 0006, 0007, 0008, 0009, and 0010.

X b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR THE FOLLOWING Line Items: . 0001, 0002, 0005, and 0011.

(1) Small Business (2) Labor Surplus Area Concerns (3) Combined Small Business/Labor Area Concerns X

#### 6. ADDITIONAL INFORMATION

#### a. THE FOLLOWING LINE ITEMS ARE SET-ASIDE

FOR SMALL BUSINESSES ONLY: 0001 NSWC, INDIAN HEAD, MD 0002 NAB, LITTLE CREEK, VA 0005 WRIGHT-PATTERSON AFB,OH

0011 U.S.CAPITOL POWER PLANT, WASHINGTON, DC

#### THE FOLLOWING ITEMS ARE SOLICITED AS UNRESTRICTED:

0003 MCB, CAMP LEJEUNE, NC 0004 MCAS, CHERRY POINT, NC 0006 LIMA ARMY TANK PLANT, OH 0007 ROCK ISLAND ARSENAL. IL

0008 RED RIVER ARMY DEPOT, TX 0009 MALMSTROM AFB, MT 0010 TOOELE (AAP), UT

#### 7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Brickhill, J.; Mills, A.; Jones, T.; Jarvis, M.

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-8524/8523/8522 or 8526 b. ADDRESS (Including Zip Code)

**Defense Energy Support Center, Attn: DESC-AC** 

8725 John J. Kingman Rd., Suite 4950

Fort Belvoir, VA 22060-6222

DD Form 1707, MAR 90 Previous editions are obsolete 461/082

- b. Please note that our name has changed from Defense Fuel Supply Center to Defense Energy Support Center. The new office symbol is DESC-AC. Our new Internet address for the Coal Home Page http://www.desc.dla.mil/main/a/coal/acsol.htm
- c. MAIL OFFERS TO THE FOLLOWING ADDRESS:

ATTN: BID CUSTODIAN DESC-CPC, ROOM 3815

DEFENSE ENERGY SUPPORT CENTER

8725 JOHN J KINGMAN RD, SUITE 4950

FT BELVOIR VA 22060-6222

Bid Custodian Fax Number: (703)767-8506

Please ensure the Solicitation Number, as well as the date and time of closing is annotated on the envelope or outer container.

PROPOSALS ARE DUE: NOVEMBER 06, 2000 AT 3:00 PM EASTERN STANDARD TIME

NOTE: <u>ALL OFFERS</u> must be F.O.B. destination <u>ONLY</u>. (Inclusive of transportation to destination)

<u>ALL TRUCK</u> OFFERS must be accompanied by a statement certifying that firm trucking commitments have been secured.

- d. This is a negotiated acquisition. See Clause L2.05-6(g), CONTRACT AWARD.
- Full text of FAR/DFARS clauses incorporated by reference will be available upon request.
- f. Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns has been suspended for all DOD locations until February 25, 2001 and does not apply to this solicitation.
- g. HUBZONE EVALUATION PREFERENCE:
  - 1. HUBZone evaluation preference is determined by the location of the company and its producer.
- 2. This solicitation includes FAR coverage concerning HUBZones, Clause I238.02. The purpose of the HUBZone program is to award Government contracts to companies located in economically deprived areas. HOWEVER, TO RECEIVE THE HUBZONE EVALUATION PREFERENCE, THE OFFEROR MUST BE APPROVED BY THE SMALL BUSINESS ADMINISTRATION (SBA) AND APPEAR ON THE SBA HUBZONE LIST AT THE TIME OF OFFER SUBMISSION. ALSO, THE PRODUCT OFFERED MUST BE OBTAINED FROM A PRODUCER LOCATED IN A HUBZONE. GETTING ON THE SBA HUBZONE APPROVED LIST IS SOLELY THE OFFEROR'S RESPONSIBILITY. Further information regarding the SBA list and requirements may be obtained at the SBA website at <a href="http://www.sba.gov.hubzone">http://www.sba.gov.hubzone</a>, (THIS APPLIES TO ITEMS: 0003, 0004, 0006, 0007, 0008, 0009 and 0010 ONLY).

#### h. THE FOLLOWING CLAUSES APPLY TO ALL LINE ITEMS:

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

52.203-6, (I229.01), Restrictions on Subcontractor Sales to the Government (Alt I)

52.219-8 (1170), Utilization of Small, Small Disadvantage and Women-Owned Business Concerns

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

252.219-7003, Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637 - (DESC-P Form 1 must be submitted) (See Attachment 4)

252.243-7002, Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410

52.222-26 (I18.03), Equal Opportunity

- 52.222.35 (I168), Affirmative Action for Disabled Veterans and Veterans of Vietnam Era
- 52.222-36 (I181), Affirmative Action for Works With Disabilities
- 52.222-37 (I169), Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
- 52.232-33 (G9.09), Payment by Electronic Funds Transfer-Central Contractor Registration
- 52.247-64 (I72), Preference for Privately Owned U.S. Flag Commercial Vessels

### i. THE FOLLOWING CLAUSES APPLY TO LINE ITEMS, 0003, 0004, 0006, 0007, 0008, 0009 AND 0010 ONLY WHICH ARE UNRESTRICTED.

- 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
- 52.219-9, Small Business Subcontracting Plan (15 U.S.C 637 (d) (4)).
- 252.225-7007, Buy American Act -Trade Agreements Act Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note

# j. <u>THE FOLLOWING CLAUSES APPLIES TO LINE ITEMS 0001, 0002, 0005 AND 0011 ONLY, WHICH ARE 100% SET-ASIDE FOR SMALL BUSINESS</u>.

- I236, Notice of Small Business Set-Aside (JUL 1996)
- 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- 252.225-7001, Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582

#### k. THE FOLLOWING CLAUSEAPPLIES TO LINE ITEMS 0001, 0009, AND 0011 ONLY.

F17.07, Conditions For Delivery - Flexi-Transportation (Rail/Truck) (Coal) (DESC AUG 1996)

#### 1. THE FOLLOWING CLAUSE APPLIES TO LINE ITEMS 0001, 0002, 0006, 0009, 0010 AND 0011 ONLY.

F73.02, Dust Suppression/Freeze Conditioning of Coal (DESC OCT 1994)

- m. Before submitting an offer, offeror shall have the coal they are offering sampled by the U.S. Army Petroleum Center, Petroleum Testing Facility East, ATTN: SATPC-QE, Bldg. 85-3, New Cumberland, PA 17070-6511. Point of contact is Mr. Gary Smith, (717) 770-6511. See Clause M14, EVALUATION OF OFFERS, paragraph (g) for more information. MINE SAMPLES MUST BE PAID FOR AND RECEIVED AT U.S. APC BY THE DATE/TIME SET FOR CLOSING. IF BEST AND FINAL OFFERS ARE REQUESTED, THE SAMPLES MUST BE PAID FOR AND RECEIVED BY THE DATE/TIME SET FOR RECEIPT OF BEST AND FINAL OFFERS.
- n. One complete copy of the solicitation and one copy of the offeror submission package (OSP) are provided. All documents to be completed and returned are contained in the OSP. Two copies of the OSP, completed and signed, must be returned to DESC-CPC as your offer. Retain the complete solicitation and one reproduced copy of your completed OSP for your records. In the event that amendments to the solicitation are issued, please acknowledge receipt of each amendment by signing and returning them with your offer, or by acknowledging on a separate sheet of paper. Offers may be submitted by facsimile, but original must be received at Ft. Belvoir within 10 days.

- o. <u>NOTICE</u> Any contract awarded to a contractor who at the time of award was suspended, debarred, or ineligible for receipt of contracts with Government Agencies, or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
- p. The Kentucky Sales and Use Tax shall not be included in any offers under this solicitation. Each activity or ordering officer, where applicable, shall file for this exemption separately.
- q. IMPORTANT NOTICE RECORDS WILL BE KEPT OF THOSE COMPANIES THAT HAVE SUBMITTED AN OFFER, INDICATED AN INTEREST OR SUBMITTED NO RESPONSE. ANY COMPANY THAT DOES NOT RESPOND BY OFFERING OR INDICATING AN INTEREST ON THREE CONSECUTIVE SOLICITATIONS ON PARTICULAR MAILING LISTS WILL BE AUTOMATICALLY DELETED. ANY COMPANY THAT DOES NOT SUBMIT AN OFFER, BUT WISHES TO REMAIN ON THE MAILING LIST MUST COMPLETE AND RETURN THE DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS TO DESC-AC.
- r. IF COAL IS TO BE TRANSPORTED BY MULTIPLE CONVEYANCES OR PROCESSING OF THE COAL WILL BE ACCOMPLISHED AT VARIOUS LOCATIONS, THE OFFER MUST INCLUDE THE DETAILS OF LOADING/TRANSLOADING, AS WELL AS WHERE SAMPLING WILL BE DONE AND BY WHOM. This can be noted on Attachment 1, DESC form 4.23, Authorization and Mine Description under "Remarks", or on a separate sheet of paper submitted with the offer package. All subcontractor names, addresses, phone numbers and points of contact must be included. DESC reserves the right to reject any incomplete offer as non-responsive.
- s. If a blend of different seams and/or mines is offered, then the percentage of the blend to be offered must be stated on the offeror's Mine Authorization Form, see Attachment 1. Only one mine or blend of mines and/or seams per form will be accepted. The proposed method used to blend the coal will be included in the offer. DESC reserves the right to limit the maximum number of mine and/or seam blends to 2.
- t. The contact for Small Business Affairs is Ms. Kathy Williams at (703) 767-9400 or 1-800-523-2601.
- u. The Command Control Center (CCC) Staff Duty Officer maintains a list of cognizant DESC employees and in the case of emergency, will ensure that the appropriate personnel are notified and necessary actions are taken. The CCC Staff Duty Officer can be contacted at (703) 767-8420.
- v. In accordance with Clause L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION, Contractor Performance Data Sheets (SEE ATTACHMENT 2), <u>must be submitted with the offer</u>. Additionally, the Offeror must submit a <u>separate description</u> of the past efforts to subcontract with small businesses, HUBZone small business, small disadvantaged businesses and women-owned small businesses, identifying highly successful efforts, or any regulatory, or subcontracting plan non-compliance.
- w. In accordance with Defense Federal Acquisition Regulation Subpart (DFARS) 204.7302, after May 31, 1998, prospective contractors <u>MUST</u> be registered in Contractor Central Registration (CCR), prior to award of a contract, basic agreement, basic ordering agreement or blanket purchase agreement, unless the award results from a solicitation issued on or before May 31, 1998. Contractors may register in the CCR via Internet at <a href="http://www.ccr2000.com">http://www.ccr2000.com</a>, via Value Added Networks at <a href="http://www.acq.osd.mil/ec/ecip/van-list.htm">http://www.acq.osd.mil/ec/ecip/van-list.htm</a> by calling the CCR Assistance Center at 888-227-2423.
- x. In accordance with Federal Acquisition Regulation (FAR) 52.232-33 (DESC G9.09), Payment by Electronic Funds Transfer-Central Contractor Registration (EFT-CCR), <u>all</u> payments made by the Government under the contract <u>shall</u> be made by electronic funds transfer unless the Contractor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government to extend payment due date until such time as the Government can make payment by EFT. The Government shall make payment to the contractor using the EFT information contained in the Central Contractor Registration (CCR) database.
- y. DUNS NUMBER: Include your company's Data Universal Numbering System Number on the cover sheet of your offer.
- z. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in block 17a of SF1449, in the space marked "FACILITY CODE". If you have a current Government Contract, and do not know your CAGE code, contact Walt Baker via e-mail at <a href="wbaker@dlsc.dla.mil">wbaker@dlsc.dla.mil</a> or call (616) 961-4220. If you have not been assigned a CAGE code, insert the word "NONE" in the block.

8. REASONS FOR NO RESPONSE (X all tha				
a. CANNOT COMPLY WITH SPECIFICATION	S		ELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULA	RLY MANUFACTURE OR SELL	THE TYPE OF ITEMS INVOLVED
e. OTHER (Specify)				
9. MAILING LIST INFORMATION (X one)	DETAINED ONTILE	MAILING LICT FOR FUT	TUDE DESCRIPTION OF T	THE TYPE OF ITEM(C)
YES NO WE DESIRE TO BE I	RETAINED ON THE I	WAILING LIST FOR FUT	TURE PROCUREMENT OF T	HE TYPE OF ITEM(S)
10. RESPONDING FIRM				
a. COMPANY NAME		b. ADDRESS (Incl	uding Zip Code)	
		·	. ,	
c, ACTION OFFICER				
(1) Typed or Printed Name	(2) Title		(3) Signature	(4) Date Signed
(Last, First, Middle Initial)	(Z) Title		(3) Signature	(YYMMDD)
(, ., .,,				<u> </u>
DD Form 1707 Reverse, MAR 90				<u> </u>
DD I OIIII 1707 Neverse, MAN 90				
FOLD				FOLD
FOLD				5015
FOLD				FOLD
FROM				AFFIX STAMP
				HERE

SOLICITATION NUMBER					
SP0600-01-R-0005					
DATE (YYMMDD)	LOCAL TIME				
001106	3:00 PM				

	ONTRACT/ORDER FOR COMMI COMPLETE BLOCKS <b>12, 17, 23, 24</b>			`		NUMBER <b>0-00-0676</b>	PAGE <u>1</u> OF <u>74</u>
2. CONTRACT NUMBER		4. ORDER NUMBER				N NUMBER	6. SOLICITATION ISSUE
						01-R-0005	DATE 05 OCTOBER 2000
7. FOR SOLICITATION INFORMATION CALL:		Mills/Treva Jone	es/Mary	co	llect calls	E NUMBER (no ) ( <b>703) 767-</b> / <b>8522/ 8526</b>	8. OFFER DUE DATE/ LOCAL TIME: 3:00 PM 06 November 2000
9. ISSUED BY	CODE	SC0600	10. T	HIS ACQUI	SITION IS	11. DELIVE FOB	ERY FOR 12. DISCOUNT TERMS
ATTN: DESC-AC	CODE					DESTINAT	
	Y SUPPORT CENTER					UNLESS	
	NGMAN RD, STE 4950						
FT. BELVOIR, VA BUYER/ SYMBOL: T. JONES/M. JARV	J. BRICKHILL/A. MILLS/	PP 5.2 THRU 5.		NRESTRIC		[X] SEE	
PHONE: 703-767-8	8524/8523/8522/8526		SMA	LL BUSINE	SS	13a. THIS C	CONTRACT IS RATED ORDER
FAX: (703) 767-85				MALL DISA NESS	DV BUSS	UNDER DE	PAS (15 CFR 700)
	07, PAGE 2, BLOCK 6, PARAGRA	APH C, FOR	[] 8(			13b. RATII	NG
ADDRESS TO SEN	D OFFERS.						
			SIC:	5052 STANDARI	). 500		D OF SOLICITATION []IFB [ <b>X</b> ] <b>RFP</b>
15. DELIVER TO	CODE			DMINISTE		[]KrQ	SC0600
	SEE SCHEDULE		COD	Е			000000
					CEE I		
17a. CONTRACTOR / B	IDDER FACILITY/ CAG	E I	18a. I	PAYMENT V		BLOCK 9 MADE BY	
OFFEROR CO	DDE CODE		COD		DE DAX		E VIII I DE CUEED ON
						MENT OFFICE DELIVERY OR	E WILL BE CITED ON ODER
			12.10	AI II (DI V	DUIL	DEELVERT OF	DLK
TELEPHONE NO.	FAX NO.						
E-MAIL ADDRESS	DUNS NO.						
[] 17b. CHECK IF REMI	TTANCE IS DIFFERENT AND PUT SUCH .	ADDRESS IN OFFER		SUBMIT IN CK BELOW			WN IN BLOCK 18a. UNLESS ENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIE	CC/CEDVICEC	<u> </u>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
HEM NO.				QUANTITI	UNII	UNIT PRICE	AMOUNI
	SEE DFSC FORMS 6.37 - SCH PAGES 2 THRO		LIES				
25. ACCOUNTING AND	APPROPRIATION DATA	UGH 27	I		I	26. TOTAL AWA	RD AMOUNT (For Govt. Use Only)
ATTACHED.	I INCORPORATES BY REFERENCE FAR 5:						_
	URCHASE ORDER INCORPORATES BY R IS REQUIRED TO SIGN THIS DOCUMENT					DDENDA []ARE NTRACT: REFERE	
ISSUING OFFICE. CONT	TRACTOR AGREES TO FURNISH AND DEI	LIVER ALL ITEMS SE	T FORTH D				SOLICITATION (BLOCK 5), IGES WHICH ARE SET FORTH
	TIFIED ABOVE AND ON ANY ADDITIONA ONS AND CONDITIONS SPECIFIED HEREI					D AS TO ITEMS: _	
30a. SIGNATURE OF OF	FEROR/CONTRACTOR		31a. UNIT	ED STATES	OF AMER	RICA (S <i>IGNATURE</i> )	OF CONTRACTING OFFICER)
30b. NAME AND TITLE	OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNE	D 31b. NAM PRINT)	E OF CONT	RACTING	OFFICER (TYPE O	R 31c. DATE SIGNED
32a. QUANTITY IN COI	IIMN 21 HAS REEN		33. SHIP N	HIMBED	34 VC	OUCHER NUMBER	35. AMOUNT VERIFIED
`	ECTED [] ACCEPTED, AND CONFORM		33. 31111	CWIDER	34. **	JOCHER WOMBER	CORRECT FOR
	CONTRACT, EXCEPT AS NOTE	D	[]PARTIA	L []			
			FINAL				27 077707777
32b. SIGNATURE OF AUTH	IORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYM	ENT TE []PART	AL []FI	NAL	37. CHECK NUMBER
				OUNT NUMB		. S/R VOUCHER NUM	BER 40. PAID BY
Ala I CEDTIEV TUIC A	CCOUNT IS CORRECT AND PROPER FOR	PAVMENT	42a. RECEI	VED BY (Prins	)		
	E OF CERTIFYING OFFICER	41c . DATE	42b. RECEI	VED AT (Loca	tion)		
			42c. DATE	REC'D (YY/M	M/DD)	42d. TOTAL	
AUTHORIZED FOR LOCAL	REPRODUCTION	I	1		*	CONTAINERS STANDARD FORM	M 1449

T 1	TW	•	
IP	JI		<b>∀</b>
<b>I</b> I'	4 1		-

### SP0600-01-R-0005

	CONTINUATION OF STANDARD FORM 1449:  Continuations of Blocks 19-25: DFSC Form 6.37, Schedule of Supplies	PAGE#
REGULAT	ORY COMMERCIAL ITEM PROVISIONS AND CLAUSES	
K1.01-10 ITEMS (ALTS	OFFEROR REPRESENTATIONS AND CERFICATIONS – COMMERCIAL I/III) (JUNE 1999/OCT 1998/JAN 1999)	30
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 1997)	36
L2.05-6	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (COAL) (FAR 52.212-1) (DESC-FEB 2000)	36
I1.03-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (COAL) (DESC AUG 1999)	38
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JULY 2000)	39
11.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISTIONS OF COMMERCIAL ITEMS (JAN 1999)	41
	ADDENDUM #1	
	OTHER REGULATORY AND LOCAL CLAUSES REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERO	<u>RS</u>
K33.01 AUTH	ORIZED NEGOTIATIOR (DESC JAN 1998)	43
K38	AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)	43
K85	DISCLOUSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	43
<u>INST</u>	RUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFI	ERORS OR
L1.02	PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)	45
L2.01-1	PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)	45
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	46
L2.28	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	46

	INDEX	SP0600-01-R-0005
		<u>PAGE#</u>
L5.01-1	AGENCY PROTESTS (DESC DEC 1999) – DLAD	46
L21.02	PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)	46
L74	TYPE OF CONTRACT (APR 1984)	47
M13	EVALUATION OF OFFERS INVOLVING MULTIPLE MINES (DESC FEB 1970)	48
M14	EVALUATION OF OFFERS (COAL) (DESC DEC 1998)	49
M72.02-1	EVALUATION FACTORS FOR BEST OVERALL VALUE (COAL) (DESC MAR 1999)	49
	LIST OF ATTACHMENTS	
	NG ARE INCLUDED IN THIS SOLICITATION:	
<u>Title</u>		<b>Location</b>
SF FORM 1449 DFSC FORM 6. DFSC FORM 4. CONTRACTOR DESC-P FORM	: INFORMATION TO OFFERORS OR QUOTERS, : SOLICITATON/CONTRACT/ORDER TO COMMERICAL ITEMS, 37-R, 6.37-S, 6.37-T- (Schedule) 23, AUTHORIZATION AND MINE DESCRIPTION ATTACHED PERFORMANCE DATA SHEET 1, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS- ONTRACTING PLAN	COVER SHEET PAGE <u>1</u> PAGE <u>2 through 29</u> ATTACHMENT 1 ATTACHMENT 2 ATTACHMENT 3
OFFER SUBMI	JNTRACTING PLAN SSION PACKAGE ************************************	ATTACHMENT 4
	ADDENDUM #2	
	OTHER REGULATORY AND LOCAL CLAUS	<u>SES</u>
C13	SIZE, SIZE CONSIST, AND PREPARATION (DESC AUG 1997)	51

SULFUR CONTENT GUARANTEE (DESC MAY 1987)

52

C20

PAGE#

INSPECTION AND A	<i><b>ACCEPTANCE</b></i>
------------------	--------------------------

E1.03	CONTRACTOR INSPECTION RESPONSIBILITIES (COAL) (DESC JUN 1999)	52
E1.04	QUALITY PROVISIONS (COAL) (DESC OCT 1997)	52
E3	CERTIFICATE OF CONFORMANCE (APR 1984)	54
E5	INSPECTIONS OF SUPPLIES –FIXED-PRICE (AUG 1996)	55
E24	DESTINATION INSPECTION AND ACCEPTANCE (COAL) (DESC JAN 1999)	56
E25	SAMPLING AND EVALUATON (COAL) (DESC APR 1997)	57
E26.01	SOURCE INSPECTION OF BULT DELIVERIES (COAL) (DESC JUN 1999)	60
E33.03	CONSIDERATION FOR EXCESS SULFUR AND ASH (COAL)(DESC JUL 1999)	60
E33.06	MINES (DESC APR 1997)	61
E35.02	REQUEST FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)	61
E40	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)	61
	DELIVERIES OR PERFORMANCE	
F3	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S & COAL) (DESC APR 1998)	62
F17.04	CONDITIONS OF RAIL DELIVERIES (COAL) (DESC JUN 1999)	62
F17.05	CONDITIONS OF TRUCK DELIVERIES (COAL) (DESC JUN 1999)	62
F17.06	CONDITIONS FOR DELIVERIES BY MULTIPLE CONVEYANCES (COAL) (DESC JUN 1999)	63
F17.07	CONDITIONS FOR DELIVERY - FLEXI-TRANSPORTATION (RAIL/TRUCK) (COAL) (DESC AUG 1996)	64
F18	F.O.B. DESTINATION (NOV 1991)	64
F21	CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)	64
F62	SHIPMENT AND ROUTING (COAL) (DESC JUN 1999)	64

	SP0600-01-R-0005		
		PAGE#	
F73.02	DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)	65	
F104	VARIATION IN QUANTITY (COAL) (DESC NOV 1991) (DEVIATION)	65	
F106.01	WEIGHTS AND UNITS OF PURCHASE (COAL) (DESC APR 1990)	66	
F108	DELIVERY OF EXCESS QUANTITIES (SEP 1989)	66	
	<b>CONTRACT ADMINISTRATION</b>		
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	67	
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	67	
G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTO REGISTRATION (MAY 1999)	R 68	
	CONTRACT CLAUSES		
I1.20	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	69	
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)	69	
12.05	CHANGES – FIXED-PRICE (AUG 1987)	69	
I11.012	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE- COMMERCIAL ITEMS (DESC FEB 1996)	70	
I11.01-3	EXCESS REPROCUREMENT COST CALCULATION FOR CAUSE TERMINATIONS (COAL) (DESC APR 1997)	70	
I11.04	BANKRUPTCY (JUL 1995)	70	
127	GRATUTITIES (APR 1984)	70	
I28.01	FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)	71	
<b>I33</b>	INTEREST (JUN 1996)	71	
<b>I84</b>	REQUIREMENTS (OCT 1995)	71	
I84.01	REQUIREMENTS (ALT III) (OCT 1995)	71	

	INDEX	SP0600-01-R-0005
		PAGE#
186.02	DELIVERY ORDER LIMITATIONS (COAL) (DESC JUN 1999)	72
1171.07	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	73
1209.12	EXTENSION PROVISIONS (COAL) (DESC MAY 1996)	73
1209.13	OPTION TO INCREASE QUANTITUY (COAL) (DESC JUN 1996)	73
<b>I211</b>	ORDERING (OCT 1995)	73
1236	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)	74
1238.02	NOTICE OF PRICE EVALATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	74

#### THIS ITEM IS 100% SET ASIDE FOR SMALL BUSINESSES

HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0001 (This is alternate of Line Item No. 0001a)

REQUISITION/DATE:SCO600-00-0676/11 Sept 00 INSTALLATION: NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD RAILHEAD AND SERVING RAILROAD, if applicable: N/A TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck at Destination, delivered and unloaded as directed. OFFERED PRICES SHALL BE PER NET TON: Delivered at Destination and unloaded as directed COAL SIZE: 2<sup>2</sup> X 1/4<sup>2</sup>, Non Oil-based freeze conditioning required from Dec. through Feb. (Est. 9,000 tons) MINIMUM SPECIFICATIONS QUALITY REQUIRED: Moisture, as received % Max. **6.0** B.T.U., dry Min. 13,500 % Max. 40.0 A.S.T., degrees F Volatile Matter, dry Min **24.0** Min. 2600 % Max. 10.0 F.S.I. Ash, dry Max. % Max. 1.60 Min. **50.0** Sulfur, dry Hardgrove Grind. Screen Size: Max. % Retained On Max. % Passing Through R.H. Screen 5.0% 1/42 R.H. Screen 15% TOTAL ESTIMATED REQUIREMENT (NET TONS):. 30,000 ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): \_ See Clause L21.02 NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below. ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO JAN **FEB** MAR APR Year FURNISH (NET TONS): 2001 MAY **2.000** JUN 2.000 JUL 2.000 AUG 2.500 SEP 2.500 OCT 2.500 NOV **2.500** DEC 3.000 3.000 FEB 3.000 MAR **3,000** APR. 2.000 MAY JAN Year 2002 MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 30,000\*\* \*\* Except as provided by clause I209.13 CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002 \*\*\*. \*\*\* Except as provided by clause I209.12 MAXIMUM ORDER THIS ITEM (NET TONS): 7,000 per month. NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS. I211(F) ORDERING (APR 1984) (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 through 30 April 2002. (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control. (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued or ally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18) THE FOLLOWING SPACE IS RESERVED FOR DESC USE.

Truck: \$ \_

# NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD 100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE (TRUCK) SP0600-01-R-0005 LINE ITEM 0001 (THIS IS ALTERNATE OF LINE ITEM 0001a)

OFFEROR'S NAME:				·	
OFFEROR OFFERS: (to	al tons of			PER NET TON	TRUCK-DELIVERED AT DESTINATION
FREEZE CONDITIONIN	G/ DUST S	SUPPRESSION COST	Γ:\$	NT	FOR DESC USE ONLY DOE DATA:
COAL SIZE					
OFFEROR GUARANTEE	S THE FO	LLOWING ANALYS	IS FOR THIS ITEM:		( ) TIPPLE
Moisture, as received	% Max.		B.T.U., dry	Min	( ) SAMPLES M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min	V:
Ash, dry	% Max.		FSI	Max.	A:
Sulfur, dry	% Max.		Hardgrove Grind	Min	S:
					BTU:
Screen Size:		Max. % Retained Or	Max. % F	assing Through	AST:
R.H. Sci	_				FSI: HG:
NAME OF MINE/ STATE PERMIT NO.	TYPE			BORATORY/LO	CATIONSHIPPING POINT
		VEYANCE AND PRO ERVED FOR DESC U		LEASE DO NOT	WRITE BELOW THIS LINE.
100% 1.00		FOB DEST.	<b>\$</b> .		( ) RESP
M% - <u>0.</u> DRY, BTU	-	FP/OT FAC	+ \$ .		( ) NONRESP ( ) REJ
xARBTU	-	HAND/ADM	+ \$		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u> (A)		TOTAL (rounded)	\$ <u></u> x100		
( <u>A)</u> = (B) ====================================				_	
		Calculated	d By (Signature)		
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Ed	ition	Verified B	y (Signature)	_	

#### THIS ITEM IS SET ASIDE FOR SMALL BUSINESSES-

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0001a (This is alternate of Line Item No. 0001)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION: NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD

RAILHEAD AND SERVING RAILROAD, if applicable **NSWC Spur/CSX RR.** 

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 100 ton hopper bottom railcars

OFFERED PRICES SHALL BE PER NET TON:.. <u>FOB railcars at destination</u>. <u>Shipments not to exceed 10 railcars per day.</u> <u>Unloading Monday through Friday 7:00 a.m. through 3:30 p.m.</u>

COAL SIZE: 2" X 1/4", Non Oil-based freeze conditioning required from December through February (Est. 9,000 tons)

MINIMUM SPI	ECIFICATION	NS QUALIT	Y REQU	IRED:								
Moisture, as re	ceived % N	Max. <b>6.0</b>			F	B.T.U., dry		Min.	13,500			
Volatile Matter	, dry % N	Max. <b>40.0</b>	Min 2	4.0	A	.S.T., degre	es F	Min.	2600			
Ash, dry	% 1	Max. 10.0			F	F.S.I.		Max.			<u> </u>	
Sulfur, dry	% 1	Max. <b>1.6</b>			I	Hardgrove G	rind.	Min.	50.0			
Screen_Size:		Max	x. % Reta	ained On		Max. %	Passing	Thro	ugh			
2"	R.H. Screer		5.0	%								
1/4"	R.H. Screer					1	5%					
TOTAL ESTIM	ATED REQU	IREMENT (	NET TO	)NS <b>):.<u>30,00</u></b>	<u>0</u>							
ADDITIONAL	QUANTITY F	RESERVED,	if applic	cable (NET	TONS):	See C	Clause L	21.02				
ESTIMATED N FURNISH (NE MAY <b>2,000</b> DEC <b>3,000</b>			JUL	L BE OBLI 2,000   FEB 3,	AUG	Year 2001 2,500 MAR 3		EP <b>2</b>	FEB 2,500		2,500 MAY	APR   NOV <b>2,50</b>
individuals or a (b) All de delivery order a	R SHALL NOT DER THIS IT ause I86.02 DI RING (APR 1 upplies and se activities designivery orders	Γ BE REQUITEM (NET TELIVERY O 984) ervices to be gnated in thare subject t	IRED TO ONS): RDER L furnish e Schedu to the te	O MAKE AN 7,000 per n IMITATIO ed under th ule. Such o rms and cor	NY DELIV nonth. NS. nis contra rders may	/ERIES UN ct shall be or y be issued f	DER TH rdered by rom <u>01 N</u>	is ITF * y issu: <b>Iay 2</b>	* Except a EM AFTER  ** Except a  ance of deli  od1 throu	: <u>31 Ma</u> as provi ivery or gh <u>30 A</u>	ded by clau ders by the <b>April 2002</b> .	<u>.</u> se I209.12
issued orally or	l, a delivery o	rder is consi	idered "i	ssued" whe	n the Gov	vernment de	posits th	e orde	er in the ma	ail. Ord	lers may be	:

#### NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD 100% SET ASIDE FOR SMALL BUSINESSES SEC

SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION) <u>SP0600-01-R-0005</u> LINE ITEM<u>: 0001a</u> THIS IS ALTERNATE OF LINE ITEM <u>0001</u>)

OFFEROR'S NAME:			OFFEROR OFFERS:	
FREEZE CONDITIONING/ D	FOB RAILCARS AT DESTINAT		`	fotal tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES T	HE FOLLOWING ANALYSIS F	FOR THIS ITEM:		( ) SAMPLES
Moisture, as received %	Max. B.	.T.U., dry	Min.	M:
Volatile Matter, dry %	Max. Min A.S	.S.T., degrees F	Min.	V:
Ash, dry %	Max. F.S	S.I.	Max	A:
Sulfur, dry %	Max. Ha	ardgrove Grind.	Min.	S:
				BTU:
Screen Size:	Max. % Retained On	<u>Max. % Pa</u>	ssing Through	AST:
R.H. Screen				FSI:
R.H. Screen				HG:
NAME OF MINE STATE PERMIT NO.	<u>TYPE SEAM TIPPLI</u>	.E/LOCATION LAE	BORATORY/LOCATIONS	HIPPING POINT/RR
	T TON AND TARIFF AUTHORI'S RESERVED FOR DESC USE.  FOB MINE  FREIGHT +  FOB RAIL DEST.  FP/OT FAC +	S OFFERORS: PLI S . S . S .	EASE DO NOT WRITE BE ( ( (	NVEYANCE AND PROVIDE DETAILS.  ELOW THIS LINE.  ) RESP  ) NONRESP  ) REJ  B/SB LSA GROUP
ARBTU	HAND/ADM +	\$ . \$ <u>.</u>		FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL	\$		
(A)	_ (rounded) x _	100		
( <u>A</u> ) = (B) ====================================	(B)		_	
	Calculated By	y (Signature)		
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	Verified By (S	Signature)	-	

#### THIS ITEM IS 100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0002 (This is alternate of Line Item No N/A)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

INSTALLATION: NAVAL AMPHIBIOUS BASE, (NAB) LITTLE CREEK, VA

**RAILHEAD AND SERVING:** 

RAILROAD, if applicable: NAB Little Creek, VA Spur / Eastern Shore RR / NS

#### TRANSPORTATION EQUIPMENT FOR THIS ITEM: 100 ton hopper bottom railcars

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Destination. Shipments not to exceed 10 railcars within three (3) days, and not to exceed twenty (20) railcars in an eight (8) day period. Demurrage charges resulting from failure to comply with this schedule will be charged to the contractor.

COAL SIZE: <u>1 1/4" X</u>	<u> 1/4", Non oil-ba</u>	<u>sed Freeze Condi</u>	itioning from	December th	rough March (1,8	800 Est. tons)				
MINIMUM SPECIFIC	CATIONS QUALIT	Y REQUIRED:								
Moisture, as received	% Max. <b>5.0</b>		B.T.U., d	ry Min	12,000	_				
Volatile Matter, dry % Max. <b>40.0</b>			A.S.T., d	egrees F Min	2400	<u></u>				
Ash, dry	% Max. <b>9.0</b> M	lin <b>6.0</b>	F.S.I.	Max						
Sulfur, dry	% Max. <b>1.50</b>		Hardgro	ve Grind. Max.						
Screen Size:	Max	κ. % Retained On	<u>Max. %</u>	Passing Through	<u> </u>	_				
<b>1 1/4 "</b> R.H.	Screen	5%								
1/4" R.H.	Screen			15%	<del>_</del>					
TOTAL ESTIMATED	REQUIREMENT (	NET TONS):. <b>10,800</b>	tons		<del>_</del>					
ADDITIONAL QUAN	TITY RESERVED.	if applicable (NET TO	ONS): <b>S</b>	ee Clause L21.0	2 .					
ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS):  NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.  ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO  Year FURNISH (NET TONS):  Year 2001										
MAY <b>1,350</b> J	UN <b>1,350</b>	JUL <b>1,350</b>	AUG <b>1,350</b>	SEP	<b>1,350</b> OCT	900	NOV <b>900</b>			
	ear JAN <b>450</b>	FEB <b>450</b>	MA	R <b>450</b>	APR <b>450</b>	MAY				
MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 10.800**  ** Except as provided by clause I209.13  CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002 ***.  *** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS): 3.700 per month.  NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.  I211(F) ORDERING (APR 1984)  (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 through 30 April 2002.  (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.  (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)  THE FOLLOWING SPACE IS RESERVED FOR DESC USE.  HANDLING COSTS, if applicable (PER NET TON): Rail: \$ Truck: \$										
DFSC Form 6.37-S, F					1ruck: \$					

#### 100% SET ASIDE FOR SMALL BUSINESSES NAVAL AMPHIBIOUS BASE, (NAB) LITTLE CREEK, VA

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

 SP0600-01-R-0005

 LINE ITEM 0002

 (THIS IS ALTENATE

 OF LINE ITEM N/A

OFFEROR'S NAME:		<del></del>	OFFEROR OFFERS:	TONS
OFFEROR'S NAME:			OFFEROR OFFERS	Total tons offered)
AT \$NET TON FO			NT.	FOR DESC USE ONLY DOE DATA:
COAL SIZE			_	( ) TIPPLE
				( ) SAMPLES
OFFEROR GUARANTEES TH	E FOLLOWING ANA	LYSIS FOR THIS ITEM:		
Moisture, as received % N	lax.	B.T.U., dry	Min.	M:
Volatile Matter, dry % M	lax.	A.S.T., degrees F	Min.	V:
Ash, dry % N	Iax. Min.	F.S.I.	Max	A:
Sulfur, dry % N	lax.	- Hardgrove Grind.	Max.	S:
	-	-	·	BTU:
Screen Size:	Max. % Retaine	d On Max. % I	Passing Through	AST:
R.H. Screen				FSI:
R.H. Screen				HG:
RAIL FREIGHT RATE PER NET THE FOLLOWING SPACE IS				ONVEYANCE AND PROVIDE DETAILS ELOW THIS LINE.
100% 1.00	FOB MINE	\$.	(	) RESP
M% - <u>0.</u>	FREIGHT	+ \$ .	(	) NONRESP
DRY, BTU	FOB RAIL	DEST. \$ .	(	) REJ
х	FP/OT FAC	C + \$ .	Ì	LB/SBLSA GROUP
ARBTU	HAND/ADI	M + \$ <u>.</u>		FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL	\$ <u>.</u>		
(A)	(rounded	) x100		
(A) = (B) ====================================	(B)			
	Calcu	lated By (Signature)	_	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition)	Verifi	ed By (Signature)	_	

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0003 (This is alternate of Line Item No. N/A.)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

INSTALLATION: MARINE CORP BASE, CAMP LEJEUNE, NC

RAILHEAD AND SERVING

RAILROAD, if applicable: <u>Camp Lejeune, NC Spur/Norfolk Southern/Seaboard Railcars</u>

### TRANSPORTATION EQUIPMENT FOR THIS ITEM: <u>Hopper Bottom Railcars</u>

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Destination. Hours of operation for receiving coal are 0800 - 1630, Sun-Sat.

COAL SIZE	: <u>1 1/2" X</u>	<u> 1/4"</u>													
MINIMUM Moisture, as			IS QUAI Iax. <b>8.0</b>		QUIRED:		В.Т	'.U., dry	Min.	12,80	0		_		
Volatile Mat	ter, dry	% N	Лах. <b>38</b>	<b>.0</b> Min	28.0		A.S	.T., degrees	s F Min.				_		
Ash, dry		% N	Лах. <u>10</u>	.0			F.S	.I.	Max.				_		
Sulfur, dry		% N	/lax <b>1.</b> 3	<b>BO</b>			Ha	rdgrove Gri	ind. Max.	<b>70</b>	Min <b>50</b>	)	_		
Screen_Size	<u>:</u>			Max%_	Retained_0	<u>On</u>		Max%_	Passing_Th	rough					
1 1/2"	R.H.	Screer	_		5%										
1/4"	R.H.	Screer	_						15%						
TOTAL EST	IMATED	REQUI	IREMEN	NT (NET	TONS <b>):</b> . <u>18</u>	8,000 To	<u>ns</u>								
ADDITION	•								ause L21.02 L21.02, if th		tion de				
the S	mall Busin	ess Adm	inistrati	on, this it	em will be n	egotiaťed	with t	he applicabl	e L21.02, 11 til le bidders un approximatel	der this	solicita	tion in	accordance v	with the	vitti
requi	rements be	elow.					•	v		•					
ESTIMATE FURNISH (			NTRAC	TOR SH	ALL BE OF	BLIGATE	ED TO	Year 2001	JAN	FE	В		MAR	AI	PR
MAY <b>1,00</b>	<b>)</b> J	IUN 1,	,000	JU	L <b>1,000</b>	AU	J <b>G</b>	1,000	SEP	1,000	'	ОСТ	2,000	NOV	2,000
DEC <b>2,000</b>	_	ear 002	JAN	2,000	FEB	2,000		MAR <b>1,5</b>	600	APR	1,500		MAY		
MAXIMUM	QUANTI	TY CON	NTRACT	TOR SHA	LL BE OBI	LIGATEI	то т		•						
CONTRACT	OR SHAL	LL NOT	BE RE	QUIRED	TO MAKE	ANY DE	LIVE	RIES UND		EM ÅF	ΓER: <u><b>3</b></u>	1 May	<u> 2002 ***.</u>		
MAXIMUM NOTE: See I211(F) OR	Clause I8	6.02 DE	ELIVER					*** Exc	cept as prov	ided by	clause	1209.1	.2		
. ,	y supplies	s and se	rvices to						dered by issum <b>01 May</b> 2						
	delivery	orders a	are subj	ect to the	terms and	condition			ct. In the ev						
	nail, a del	ivery or	der is c	onsidere	d "issued" w	hen the			osits the ord (FAR 52.21		e mail	. Orde	ers may be		
THE FOLLO										т	muole.				
HANDLING DFSC Form										1	ruck:	٥			

# THIS ITEM IS UNRESTRICTED MARINE CORP BASE, CAMP LEJEUNE, NC SECTION B

SCHEDULE (RAIL)

(F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005
LINE ITEM: 0003
(THIS IS ALTERNATE OF
LINE ITEM N/A.)

OFFEROR'S NAME:				OFFEROR OF	FFERS: TONS,
AT \$NET TO OTHER COSTS, if any: _	\$	(IDENTIFY	)		(Total tons offered)  FOR DESC USE ONLY DOE DATA:
OFFEROR GUARANTEE					( ) TIPPLE ( ) SAMPLES
: Moisture, as received	% Max.		B.T.U., dry	Min.	M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	V:
Ash, dry	% Max.		F.S.I.	Max.	A:
Sulfur, dry	% Max.		Hardgrove Grind.	Max. Mi	fin. S:
					BTU:
<u>Screen Size</u> :		Max. % Retained	l On Max. % P	assing Through	AST:
R.H. Sc					FSI:
R.H. Sc	reen				HG:
NAME OF MINE STATE PERMIT NO.	TYPE	SEAM TIE	PPLE/LOCATION LA	BORATORY/LO	OCATIONSHIPPING POINT/RR
RAIL FREIGHT RATE PE	R NET TON	N AND TARIFF AL	THORITY: F	CHECK IF MI	MULTIPLE CONVEYANCE AND PROVIDE DETAILS
					F WRITE BELOW THIS LINE.
1000/		EODMINE	0		( ) PEGP
100% 1.00 M% - 0.		FOB MINE FREIGHT	\$ . + \$ .		( ) RESP ( ) NONRESP
DRY, BTU	-	FOB RAIL D			( ) REJ
x	_	FP/OT FAC			LB/SBLSA GROUP
ARBTU		HAND/ADM	I + \$ <u>.</u>		FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>		TOTAL	\$ <u>.</u>		
(A)		(rounded)	x100		
		(B)			
$\frac{(A)}{(B)}$ =		(2)	<del></del>		
(B) ====================================					
		Calcula	ated By (Signature)	_	
			J ( ) /		
		Verifie	d By (Signature)	_	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Ed	ition)				

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0004 (This is alternate of Line Item No N/A)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

INSTALLATION: MARINE CORPS AIR STATION, CHERRY POINT, NC

RAILHEAD AND SERVING:

RAILROAD, if applicable: MCAS, Cherry Point, NC/Norfolk-Southern Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Maximum 100 Ton Hopper Bottom (only) railcars.

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at destination. Maximum daily delivery is five (5) 100-ton cars or seven (7) 70-ton cars per day. Unloading Monday through Friday 0730 – 1600.

COAL SIZE: 11	- L/4" X 1/4"	•	•	•	•										
MINIMUM SPE Moisture, as rec		NS QUALI Iax. <b>4.5</b> %		IRED:	_	B.T	'.U., dry		Min.	13,00	D		_		
Volatile Matter,	dry % l	Max. <b>40.0</b>	Min <b>32.0</b>		_	A.S	.T., degre	es F	Min.	2700			<u> </u>		
Ash, dry	% 1	Max. 10.0			_	F.S	.I.		Max.				<u> </u>		
Sulfur, dry	% 1	Max. 1.10			_	Hai	rdgrove G	rind.	Min.				_		
Screen Size:		Ma	ax. % Reta	ined On		M	Iax. % Pas	ssing '	Through	1					
1 1/4"	R.H. Screer		5%							-					
1/4"	R.H. Screer						1	<b>12</b> %		_					
TOTAL ESTIMA	TED REQU	IREMENT	(NET TO	NS):. <u>7,30</u>	<u>00</u>										
ADDITIONAL Q									e L21.02		ation	door no	t result in a co	ntract	with
the Small provisions	Business Adn	ninistration,	this item v	vill be neg	otiated w	ith tl	he applical	ble bid	lders und	ler this	solicit	ation in	accordance w mated monthly	ith the	with
ESTIMATED MOFURNISH (NET		ONTRACTO	OR SHAL	L BE OBL	LIGATEI	от о	Year 2001	JA	N	FI	ЕΒ		MAR	A	PR
MAY	JUN		JUL		AU	G			SEP	l		OCT		NOV	1,000
DEC <b>1,000</b>	Year 2002	JAN <b>1,</b>	250	FEB 1	1,250		MAR 1	,000		APR	900		MAY 900		
MAXIMUM QUA	ANTITY CO	NTRACTO	R SHALL	BE OBLI	GATED	то і	FURNISH	I (NE						1000 1	
CONTRACTOR	SHALL NO	Γ BE REQU	JIRED TO	MAKE A	NY DEL	IVE	RIES UN	DER '	THIS IT	EM AF	TER:	<u>31 Ma</u>			
MAXIMUM ORI NOTE: See Clau I211(F) ORDER	ise I86.02 D	ELIVERY (								EXC	ерт а	s provi	ded by clause	1209.1	۷
<ul> <li>(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 through 30 April 2002.</li> <li>(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.</li> <li>(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)</li> </ul>															
THE FOLLOWING HANDLING CO	STS, if appli	icable (PER	NET TO	N): Rail						_ Tru	ck: \$				

# THIS ITEM IS UNRESTRICTED MARINE CORP AIR STATION, CHERRY POINT, NC

# C SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

**SP0600-01-R-0005**LINE ITEM:**0004**(THIS IS ALTERNATE OF LINE ITEM **N/A.**)

OFFEROR'S NAME:				OFFEROR OFFERS:	TONS,
AT \$NET TO OTHER COSTS, if any: _ COAL SIZE	\$	(IDENTIFY		(	Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEE	S THE FO	LLOWING ANALYSIS I	FOR THIS ITEM		( ) SAMPLES
: Moisture, as received	% Max.	В	.T.U., dry	Min.	M:
Volatile Matter, dry	% Max.	Min. A.	.S.T., degrees F	Min.	V:
Ash, dry	% Max.	F.	S.I.	Max	A:
Sulfur, dry	% Max.		ardgrove Grind.	Min.	S:
					BTU:
Screen Size:		Max. % Retained On	Max. % Pa	ssing Through	AST:
R.H. Scr	reen				FSI:
R.H. Sci	reen				HG:
NAME OF MINE STATE PERMIT NO.	TYPE	SEAM TIPPL	E/LOCATION LAB	ORATORY/LOCATIONS	HIPPING POINT/RR
RAIL FREIGHT RATE PER THE FOLLOWING SPACE 100% 1.00				EASE DO NOT WRITE B	CONVEYANCE AND PROVIDE DETAILS ELOW THIS LINE. ) RESP
M% - <u>0.</u>	_	FREIGHT +	\$.	(	) NONRESP
DRY, BTU		FOB RAIL DEST.	\$.		) REJ
х	-	FP/OT FAC +	\$ .	I.	B/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU		HAND/ADM +			TON PLACE OF BIVIDION COL
(rounded) x <u>2,000</u> (A)		TOTAL (rounded) x	\$ <u>.</u>		
(A) = (B) ====================================	===	B)			
		Calculated By	y (Signature)	-	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edi	ition)	Verified By (S	Signature)	-	

#### THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005
LINE ITEM NO. 0005
(This is alternate of Line Item No. N/A)

REQUISITION/DA	TE: <b>SCO6</b>	00-00-0	<b>0676/1</b> :	1 Sept 0	<u>)0</u>						1	Line Item	No. <u>N/A</u>	<u>v)</u>	
INSTALLATION: _	88 CES/C	CEOA,	Wrigł	nt-Patte	erson A	FB,	OH 45	433-5209			<u>.</u>				
RAILHEAD AND S	SERVING	RAILR	OAD,	if applic	able: <u>N</u>	/ <b>A</b>					<u>.</u>				
TRANSPORTATIO	N EQUIP	MENT	FOR '	THIS IT	ΈМ: <u>Т</u> ι	ruck	<u> </u>				<u> </u>				
OFFERED PRICES tarped. Coal mu seal must be atta	st have a	n unb	roken	seal or	n the ta	ilga	te witl	h a numbe	r that	match	es the sea	l numbe	r on the t	ruck weig	h bill. The
does not match t	<u>he truck</u>	<u>weigh</u>	bill,	the coa	l will a	uto	<u>matica</u>	<u>lly be reje</u>	cted.	Accep	table hour	rs of deli	very, Mone	day throug	gh Friday
7:30 a.m. to 12:00 methods and location OH, and Kittyhawl faxed (Plant 20772 *The fouling fact ASTM D3682 or I the above factor through the life	ons of unl c Center, I , 937-255- tor (a me 14326. A c and ratio	oading 3ldg. 12 0772 or asure commo. If th	by cor 240, Fa Plant of alk ercial e pro	ntacting airburn, 31240, ali (bas test rej posed s	the office OH. Two 937-257 sic) and port museurce is	cial a vo co 7-521 l aci ust a is a	at the uppies of 1 l5) so as idic me accomp blend o	sing activit DD250 and s to arrive l etal salts) pany the <u>i</u> of more th	ty at (9 analyt before <b>and b</b> initial	37) 257 tical rep the first ase/aci offer s	-7360. Deli ort must act t truck react d ratio mu howing th	ver to Are company ches eithe ust be te e propos	ea B, Bldg. first daily er of these sted in ac sed mine's	770, Gree truck deli destinatio ccordanc ability t	n County very or be ons. e with o meet
COAL SIZE: 11/4 MINIMUM SPECI		NS QU	ALITY	REQUI	IRED:										
Moisture, as receiv		Max. 5				_	I	3.T.U., dry		Min	. 14,000				-
Volatile Matter, dr	y % N	Max4	0.0	Min <b>35</b>	5.0		A	A.S.T., degr	ees F	Min	. 2700 (H	=1/2W) (R	educing	Method)	-
Ash, dry	% N	Мах. <b>7</b>	<b>'.0</b>	Min <b>5.</b>	.0	_	I	Base Acid R	atio %	. Max	0.24				_
Sulfur, dry	% N	Max. 1	.3	Min <b>0.8</b>	85	_	I	Fouling Fac	ctor.	Max	0.20				=
Screen Size:			Max.	% Reta	ined On	1		Max. % Pa	assing	Throug	<u>h</u>				
	H. Screer H. Screer	•		8.0	%		_		12%		-				
TOTAL ESTIMAT	ED REQU	IREMI	ENT (N	JET TOI	NS): <b>59</b>	.200	_				_				
ADDITIONAL QU. NOTE: Offer the Small Bu provisions of	ANTITY Roors are soling siness Adm	EESER' cited or ninistra	VED, i nly for tion, , t	f applica the unre his item	able (NE served q will be r	ET T(  uant negot	ONS): _ tity. As: tiated wi	stated in Cla	cable b	idders u	nder this so	licitation i	n accordan	ce with the	
ESTIMATED MON FURNISH (NET T		ONTRA	CTOR	SHALI	L BE OF	BLIG	ATED '	Year TO <b>2001</b>		N	FEB		MAR	A	PR
MAY	JUN			JUL			AUG	5,000	<u> </u>	SEP	6.000	OCT	6,500	NOV	7,200
DEC <b>10,000</b>	Year 2002	JAN	10,0		FEB			MAR			APR		MAY		
MAXIMUM QUAN	TITY CO	NTRAC	CTOR	SHALL	BE OBI	LIGA	ATED T	O FURNIS	H (NE	T TONS	5): <b>_59,200</b> ** Except		led by clau	se I209.13	<del>_</del> }
CONTRACTOR SH	HALL NO	ΓBER	EQUI	RED TO	MAKE	AN	Y DELI	VERIES U	NDER	THIS I		R: <b>31 Ma</b>	<u>y 2002 **;</u>	<u>* .</u>	
MAXIMUM ORDE NOTE: See Clause I211(F) ORDERIN (a) Any supp individuals or activ (b) All delive delivery order and (c) If mail, a issued orally or by 18)	• I86.02 DI IG (APR 1 lies and se vities design ry orders this contri delivery of written te	ELIVE 984) ervices gnated are sub act, the rder is	to be for the control of the control of the control of the consider of the consideration of the consider	EDER LI furnishe Schedu the ter ract shal ered "iss	ed under le. Sucl ms and ll contro sued" w	this this concoll.	S. s contra ders ma ditions o	y be issued of this cont vernment d	from <u>(</u> ract. I eposits	<b>1 May</b> n the every street or the ore	suance of de <b>2001</b> throvent of conf	elivery ore ough <u><b>30</b> A</u> lict betwe	ders by the April 2002 een a	e •	

\_ Truck: \$ \_\_\_

HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

#### THIS ITEM IS UNRESTRICTED 88 CES/CEOA, WRIGHT PATTERSON AFB, OH

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM: 0005 (THIS IS ALTERNATE OF LINE ITEM <u>N/A.)</u>

OFFEROR'S NAME:		
	TONS AT \$	PER NET TON TRUCK-DELIVERED AT DESTINATION
OTHER COSTS, if any: \$	(IDENTIFY)	FOR DESC USE ONLY DOE DATA:
COAL SIZE	·	( ) TIPPLE
	HE FOLLOWING ANALYSIS FOR THIS IT Max. B.T.U., dry	( ) SAMPLES Min. M:
Volatile Matter, dry % N	Max. Min A.S.T., degree	ees F Min. V:
Ash, dry % N	Max. Min Base/acid rat	atio% Max. A:
Sulfur, dry % !	Max. Min Fouling Factor	tor Max S:
Screen Size:	Max. % Retained On Max	ax. % Passing Through AST:
R.H. Screen		FSI:
R.H. Screen		HG:
NAME OF MINE/ STATE PERMIT NO. TY	YPE SEAM TIPPLE/LOCATIO	ON LABORATORY/LOCATIONSHIPPING POINT/RR
	ONVEYANCE AND PROVIDE DETAILS.: RESERVED FOR DESC USE. OFFEROR	.: RS: PLEASE DO NOT WRITE BELOW THIS LINE.
100% 1.00	FOB DEST. \$ .	( ) RESP
M% - <u>0.</u>	FP/OT FAC + \$ .	( ) NONRESP
DRY, BTU		( ) REJ
x	HAND/ADM + \$ <u>.</u>	
ARBTU (rounded) x 2,000	TOTAL \$ <u>.</u> .	FOR DESC-OT DIVISION USE
(A)	(rounded) x100	
( <u>A)</u> = (B) ====================================	(B)	
	Calculated By (Signature	re)
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signature)	

#### THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005
LINE ITEM NO. 0006
(This is alternate of
LINE ITEM NO. N/A.)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00											
INSTALLATION: 1	<u>Lima Arr</u>	ny Tank P	<u>lant, OI</u>	H 45804-1898	3					<u>.</u>	
RAILHEAD AND S	ERVING	RAILROAI	D, if appl	icable: <u><b>N/A</b></u>				<u>.</u>			
TRANSPORTATIO	N EQUIP	MENT FOI	R THIS I	TEM: <u><b>Truck</b></u>	<u> </u>					_•	
OFFERED PRICES Offerors are urged are not to exceed 10 a.m. – 2:00 p.m. No to delivery.	to ascerta O trucks p	in methods er day (mi	s and loca nimum 3	ations of unlo trucks on del	ading by livery da	contacting the ys) or 30 trucks	official at per week.	the using Trucks ar	activity e to arriv	ve at normal	duty hours 7:00
COAL SIZE: <u>1 1/4</u>	1" X 1/4"	Non-Oil Ba	ased Fre	eze Conditi	<u>ioning i</u>	s required 01	Dec - 31	<u>Mar (Est.</u>	1,000 T	ons)	
MINIMUM SPECII Moisture, as receiv		NS QUALIT Max. <b>6.0</b>	ΓΥ REQL	JIRED:	В	.T.U., dry	Min.	13,500		_	
Volatile Matter, dry	/ % N	Max. 40.0	Min.	30.0	A	.S.T., degrees F	Min.	2500		<del>-</del>	
Ash, dry	% N	Max. <b>10.0</b>	Min.	6.0	F	.S.I.	Max.	6.0		_	
Sulfur, dry	% N	Max. <b>0.8</b>			Н	ardgrove Grino	d Min.			_ _	
Screen Size: Max. % Retained On Max % Passing Through  1 1/4" R.H. Screen 5.0%											
	H. Screer				_	10.0%	ó	<u>.</u>			
TOTAL ESTIMATE	ED REQU	IREMENT	(NET TO	ONS): <u>7,0</u>	<u>00</u> .						
result in under th	fferors a a contra is solicit	re solicite act with th tation in a	ed only f ne Small nccorda	for the unre Business A nce with the	served dminis e provis	quantity. As a tration, this it	tem will l ause. Mo	be negotia onthly req	ated wit	th the appl	ation does not icable bidders served quantity
ESTIMATED MON FURNISH (NET TO		ONTRACTO	OR SHAL	L BE OBLIG	ATED T	I Cui	AN	FEB		MAR	APR
MAY	JUN		JUL		AUG	2,000	SEP :	2,000	OCT	2,000	NOV
DEC	Year 2002	JAN		FEB		MAR <b>1,00</b> 0	)	APR	I	MAY	
7											
DFSC Form 6.37-S	, FEB 91	(Supersed	es JUN 8	9 Edition							

### THIS ITEM IS UNRESTRICTED LIMA ARMY TANK PLANT, LIMA, OH

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM 0006 (THIS IS ALTERNATE OF LINE ITEM <u>N/A.)</u>

OFFEROR'S NAME:					
OFFEROR OFFERS: (total	tons offe			PER NET TON TRU	CK-DELIVERED AT DESTINATION
OTHER COSTS, if any: _\$	(	(IDENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE:					( ) TIPPLE
OFFEROR GUARANTEES Moisture, as received	<u>THE FO</u> % Max.	LLOWING ANALYSI	S FOR THIS ITEM: B.T.U., dry	Min.	( ) SAMPLES M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	V:
Ash, dry	% Max.	Min	F.S.I	Max.	A:
Sulfur, dry	% Max.		Hardgrove Grind	Max.	S:
	-			<del></del>	BTU:
Screen Size:		Max. % Retained On	<u>Max. % I</u>	Passing Through	AST:
R.H. Scree					FSI:
R.H. Scree	en				HG:
NAME OF MINE/ STATE PERMIT NO.	TYPE	SEAM TIP	PPI F/I OCATION I /	ABORATORY/I OCATI	ONSHIPPING POINT/RR
CHECK IF MULTIPL THE FOLLOWING SPACE				LEASE DO NOT WRIT	TE BELOW THIS LINE.
100% 1.00		FOB DEST.	\$.		( ) RESP
M% - <u>0.</u>		FP/OT FAC	+ \$ .		( ) NONRESP
DRY, BTU					( ) REJ
X		HAND/ADM	+ \$		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x <u>2,000</u>		TOTAL	\$ <u>.</u>		
(A)		(rounded) x	100		
		(B)			
( <u>A)</u> = ( <u>B</u> ) ====================================	=				
		Calculated	By (Signature)	_	
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	on	Verified By	y (Signature)	_	

#### THIS ITEM IS 100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0007 (This is alternate of Line Item No. N/A)

REQUISITION/DATE:SCO600-00-R-0676/11 Sept 00

INSTALLATION: **ROCK ISLAND ARSENAL, IL**.

RAILHEAD AND SERVING RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: <u>Truck (Preferred method of shipment is by barge and truck)</u>. <u>Offerors may propose: 1. Barge deliveries with storage at a local terminal to be delivered by truck as requested. Coal is to be delivered to terminal during months specified. AND/OR 2. Delivery directly from the barge to Rock Island by truck. If the use of multiple conveyances is proposed, offeror must provide details of coal movement including shipping and sampling procedures.</u>

OFFERED PRICES SHALL BE PER NET TON: <u>FOB Destination</u>, <u>delivered and unloaded as directed</u>. <u>Truck deliveries restricted to Monday through Friday from 8 a.m. through 2:00 p.m.</u>

COAL	SIZE:	1	1/4	<u>1"                                    </u>	X	<u>1/2"</u>	W	ashed	<u>1</u>

MINIMUM SPE	MINIMUM SPECIFICATIONS QUALITY REQUIRED:								
Moisture, as rec	eived % Max.	15.0		B.T.U., dry	Min.	13,000			
Volatile Matter,	dry % Max.	<b>40.0</b> % Min <b>30.0</b>	-	A.S.T., degrees F	Min.	2500	)		
Ash, dry	% Max.	10.0	_	F.S.I.	Max.	3.5			
Sulfur, dry	% Max.	1.5	<u>-</u>	Hardgrove Grind.	Max	55	Min <b>40</b>		
<u>Screen Size</u> : <b>1 1/4"</b>	R.H. Screer	Max. % Retained On 5.0%		Max. % Passing Th	<u>rough</u>				
1/2"	R.H. Screer		- ·	10.0%					

TOTAL ESTIMATED REQUIREMENT (NET TONS):. 14,000

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in <u>Clause L21.02</u>, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MON FURNISH (NET TO		R SHALL BE OBLIG	ATED TO <b>Year</b> JA <b>2001</b>	N FEB	MAR	APR
MAY <b>1,000</b>	JUN <b>3,000</b>	JUL	AUG <b>3,500</b>	SEP	OCT <b>3,500</b>	NOV
DEC	Year JAN 2002	FEB	MAR	APR <b>3,0</b>	00 MAY	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 14,000\*

\_\* Except as provided by clause I209.13

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002 \*\*

\*\*\* Except as provided by clause I209.12

MAXIMUM ORDER THIS ITEM (NET TONS): **8,000** per month. NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS. I211(F) ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 May 2001** through **30 April 2002**.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR <u>DESC</u> USE.	
HANDLING COSTS, if applicable (PER NET TON): Rail: \$	Truck: \$
DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition	

### THIS ITEM IS 100% SET ASIDE SMALL BUSINESSES

ROCK ISLAND ARSENAL, IL

SECTION B SCHEDULE (TRUCK) **SP0600-01-R-0005**LINE ITEM **0007**This is the Alternative of Line Item <u>N/A.)</u>

OFFEROR'S NAME:						
OFFEROR OFFERS:(tot	al tons of			PER NET		LIVERED AT STINATION
OTHER COSTS, if any:	8	(IDENTIFY	)			FOR DESC USE ONLY DOE DATA:
COAL SIZE			·			( ) TIPPLE
OFFEROR GUARANTEE		OLLOWING ANAL				( ) SAMPLES
Moisture, as received	% Max.		B.T.U., dry	Min.		M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.		V:
Ash, dry	% Max.		FSI	Max.		A:
Sulfur, dry	% Max.		Hardgrove Grind	Max.	Min	S:
				_		BTU:
Screen Size:		Max. % Retained	On Max % P	assing Thr	<u>rough</u>	AST:
R.H. Scr	een					FSI:
R.H. Scr	een					HG:
NAME OF MINE/ STATE PERMIT NO.	TYPE	<u>SEAM</u>	TIPPLE/LOCATION LA	ABORATO	RY/LOCATIONSH	IPPING POINT/RR
CHECK IF MULTIE				LEASE DO	O NOT WRITE BE	LOW THIS LINE.
100% 1.00		FOB DEST.	\$.		( )	RESP
M% - <u>0.</u>		FP/OT FAC	+ \$ .		( )	NONRESP
DRY, BTU					( )	REJ
X		HAND/ADM	+ \$ <u>.</u>			/SBLSA GROUP
ARBTU (rounded) x 2,000		TOTAL	\$ <u>.</u>			FOR DESC-OT DIVISION USE
(A)		(rounded)	x100			
(A) = (B) ====================================		(B)				
		Calcula	ted By (Signature)			
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edi	tion		d By (Signature)			

#### THIS ITEM IS UNRESTRICTED

### SECTION B SCHEDULE OF SUPPLIES

<u>SP0600-01-R-0005</u> LINE ITEM NO.<u>0008</u> (This is alternate of Line Item No.\_\_\_)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INST	ALLATION: <u>1</u>	RED RIV	ER ARMY	DEPOT,	TEXARKAN	NA, TX.							
	HEAD AND S ROAD, if appl			rmy Dep	oot, TX/MOP	AC Sou	thern Railre	oad.					
TRAN	SPORTATIO	N EQUII	PMENT FOI	R THIS IT	ГЕМ: <u><b>100-То</b></u>	n Hopp	er Bottom R	Railcars					
	ERED PRICE sday ( No Ti										ed Monda	ay throug	<u>h</u>
COAL	SIZE: <u>1 1/4</u>	l" X 1/4'	<u>,</u>										
	MUM SPECII ure, as receiv		NS QUALIT Max. <b>7.0</b>	Y REQU	IRED:	В.Т	Γ.U., dry	Min.	13,000				
Volati	le Matter, dry	<i>y</i> %	Max. <b>41.0</b>	%Min <b>3</b>	0.0	A.S	S.T., degrees	F Min.	2300				
Ash, d	lry	%	Max. <b>9.0</b>			F.S	S.I.	Max.	6.0		_		
Sulfu	r, dry	%	Max. <b>0.7</b>			На	rdgrove Grin	nd. Min.			_		
	<u>n Size</u> : . <b>1/4"</b> R.]	H. Screer		x. % Reta	nined On D%	<u>N</u>	Max. % Passir	ng Through					
		H. Screer				_	15.0	%					
	the Small Bu	siness Adı the claus below. THLY C	ministration, e. Monthly r	this item v equiremen	eserved quanti will be negotia nts for the rese L BE OBLIGA	ted with terved quar	he app <mark>licable</mark> ntity will be a <sub>l</sub>	bidders und	er this solici	tation in	accordance	e with the	
MAY	750	JUN	750	JUL	750	AUG	750	SEP 1	,000	OCT	1,000	NOV	1,000
DEC	1,000	Year 2002	JAN <b>1,</b> 0	000	FEB <b>750</b>		MAR <b>750</b>		APR <b>750</b>	)	MAY		
MAXI NOTE I211(I (indivi (delive	MUM QUAN  TRACTOR SH  MUM ORDER  To See Clause  To ORDERIN  To Any suppled als or active  To All delivery order and color or all or active and color or active and color or all or all or all or all or all or by	R THIS I' 186.02 D G (APR 1 ies and s ities desi ry orders this contr delivery o	T BE REQU TEM (NET ' ELIVERY ( 1984) Services to b ignated in the are subject aret, the cor-	TONS): 3 PROER Live furnisher Scheduto the terestract sha	MAKE ANY  MODE of the per moder of the p	DELIVE onth. S. contract ers may l itions of the Gove	shall be ordered issued from	ER THIS ITI * ered by issu m <b>01 May 2</b> . In the eve sits the ord	* Except a  EM AFTER  ** Except a  ance of deli  out of conflicer in the ma	: 31 Ma as providence of the state of the st	y 2002 ** ded by clau ders by the April 2002 een a	ise I209.12	
	sued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)  HE FOLLOWING SPACE IS RESERVED FOR DESCLUSE.												

\_\_\_\_\_ Truck: \$ \_\_\_\_\_

# THIS ITEM IS UNRESTRICTED RED RIVER ARMY DEPOT, TEXARKANA, TX

SECTION B

<u>SCHEDULE (RAIL)</u>
(F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005
LINE ITEM: 0008
THIS IS ALTERNATE OF
LINE )

OFFEROR'S NAME:		OFFEROR OFFERS: TONS, (Total tons offered)
	N FOB RAILCARS AT DESTINATION. (IDENTIFY)	(Total tons offered)  FOR DESC USE ONLY DOE DATA:
·		( ) TIPPLE
OFFEROR GUARANTEES	THE FOLLOWING ANALYSIS FOR THIS	( ) SAMPLES
Moisture, as received	% Max. B.T.U., dry	Min. M:
Volatile Matter, dry	% Max. Min A.S.T., degr	rees F Min. V:
Ash, dry	% Max. F.S.I.	Max A:
Sulfur, dry	% Max. Hardgrove	Grind. Min. S:
	<del></del>	BTU:
Screen Size:	Max. % Retained On M	Iax. % Passing Through AST:
R.H. Scre	en	FSI:
R.H. Scre	en	HG:
NAME OF MINE		TON LA PORATIONAL OCATIVONGUIRRING ROUNTIER
STATE PERMIT NO.	TYPE SEAM TIPPLE/LOCATI	ION LABORATORY/LOCATIONSHIPPING POINT/RR
	NET TON AND TARIFF AUTHORITY:	CHECK IF MULTIPLE CONVEYANCE AND PROVIDE DETAILS
THE FOLLOWING SPACE	E IS RESERVED FOR DESC USE. OFFERO	DRS: PLEASE DO NOT WRITE BELOW THIS LINE.
100% 1.00	FOB MINE \$ .	( ) RESP
M% - 0.	FREIGHT + \$ .	( ) NONRESP
DRY. BTU	FOB RAIL DEST. \$ .	( ) REJ
x	FP/OT FAC + \$ .	LB/SB LSA GROUP
ARBTU	HAND/ADM + \$ <u>.</u>	FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL \$	
(A)	(rounded) x100	
<u>(A)</u> =	(B)	_
(B) =======		
ARBTU PER 1¢ DES	Γ.	
	Calculated By (Signatu	ure)
	V 10 15 (C)	
DFSC 6.37-R, Jun 87	Verified By (Signature	
(Supersedes Nov 83 Edit	ion)	

### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0009 (This is alternate of Line Item No. 0009a)

REQUISITION/DATE:SCO600-00-0676/11 Sept 00

INSTALLATION: <u>MALMSTROM AIR FORCE BASE, MT</u> (This is the same as item 0009a. Offeror is urged to ascertain method and location of delivery by contacting Ken Koger, phone (406) 731-6431).

RAILHEAD AND SERVING RAILROAD, if applicable: Malmstrom AFB, MT/Burlington Northern RR.

TRANSPORTATION EQUIPMENT FOR THIS ITEM: <u>Hopper Bottom Dump Railcars - 100-Ton Maximum</u>

OFFERED PRICES SHALL BE PER NET TON: F.O.B. railcars at destination. \*Maximum allowable level of sodium oxide Na20 is 3.0%. ASTM Test Method D3682 shall be used to test sodium oxide. A test is only required for the first shipment as long as the mine does not change. When submitting an offer on this location, offeror is required to submit an independent laboratory analysis of coal offered, showing that the mine meets sodium requirements. Maximum number of railcars is 10 per day.

COAL SIZE: 1 1/4 X 1/4" Non-Oil Based Freeze Conditioning (All Coal)

MINIMUM SP	ECIFICATIO	NS QUALIT	Y REQUI	RED:									
Moisture, as re	eceived %	Max. <b>20.0</b>			B.T	'.U., dry		Min.	12,000		=		
Volatile Matter, dry % Max.		Max. <b>47.0</b>	%Min <b>3</b> 3	3.0	A.S	.T., degree	es F	Min.	2440		_		
Ash, dry	%	Max. <b>12.0</b>	%Min	7.0		lium Oxide 120)	9	Max.	3.0*		_		
Sulfur, dry	%	Max. <b>1.0</b>			Ha	rdgrove Gi	rind.	Min_			_		
Screen Size: 1 1/4" R.H. Screen			Max. % Retained On <b>5.0%</b>		<u>M</u>	lax. % Pas		ough					
1/4"	R.H. Scree	·			5.0%								
TOTAL ESTIMATED REQUIREMENT (NET TONS):. 10,000  ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A.  NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.													
ESTIMATED I FURNISH (NE		ONTRACTO	OR SHALI	L BE OBLIG	ATED TO	Year 2001	JAN		FEB		MAR	A	PR
MAY	JUN		JUL		AUG		SI	EP <b>2</b>	,500	OCT	2,500	NOV	2,500
DEC <b>2,500</b>	Year 2002	JAN		FEB		MAR			APR		MAY		
MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 10,000*  _* Except as provided by clause I209.13  CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002 **  *** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS): 3,500 _ per month.  NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.  I211(F) ORDERING (APR 1984)  (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 _ through 30 April 2002.  (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.  (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)  THE FOLLOWING SPACE IS RESERVED FOR DESC USE.  HANDLING COSTS, if applicable (PER NET TON): Rail: \$ Truck: \$													
HANDLING C DFSC Form 6.					\$				Trucl	κ: \$			

### MALMSTROM AIR FORCE BASE, MT THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM 0009 (THIS IS ALTERNATE OF LINE ITEM 0009a)

AT \$ NET TON FOB RAILCARS AT DESTINATION.   OTHER COSTS, if any: \$ (IDENTIFY)   COAL SIZE	
OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM: Moisture, as received % Max.  Volatile Matter, dry % Max.  Ash, dry % Max.  F.S.I.  Hardgrove Grind.  Min.  C) SAMPLES  Min.  V:  V:  BTU:  BTU:	
OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM: Moisture, as received % Max.  Volatile Matter, dry % Max.  Ash, dry % Max.  F.S.I.  Hardgrove Grind.  Min.  S:  BTU:	
Ash, dry % Max. F.S.I. Max A:	
Sulfur, dry % Max. Hardgrove Grind. Min. S:BTU:	
BTU:	
Screen Size: Max. % Retained On Max. % Passing Through AST:	
R.H. Screen FSI:	
R.H. Screen	
NAME OF MINE STATE PERMIT NO. TYPE SEAM TIPPLE/LOCATION LABORATORY/LOCATIONSHIPPING POINT/RR	
<u> </u>	
	~
RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY: CHECK IF MULTIPLE CONVEYANCE AND PROVIDE DETAIL THE FOLLOWING SPACE IS RESERVED FOR DESC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.	S
100% 1.00 FOB MINE \$ . ( ) RESP	
M% - <u>0.</u> FREIGHT + \$ . ( ) NONRESP	
DRY, BTU FOB RAIL DEST. \$ . ( ) REJ	-
x FP/OT FAC + \$ . LB/SBLSA GROUP_	-
ARBTU HAND/ADM + \$ FOR DESC-OT DIVISION USE	
(rounded) x <u>2,000</u> TOTAL \$ <u>.</u>	
(A) (rounded) x100	
(B)	
( <u>A</u> ) = ( <u>B</u> ) ====================================	
ARBTU PER 1¢ DEST.	
Calculated By (Signature)	

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0009a (This is alternate of Line Item No. 0009)

REQUISITION/DATE:SCO600-00-0676/11 Sept 00

INSTALLATION: <u>MALMSTROM AIR FORCE BASE, MT</u> (This is the same as item 0009. Offeror is urged to ascertain method and location of delivery by contacting Ken Koger, phone (406) 731-6431).

RAILHEAD AND SERVING RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck

OFFERED PRICES SHALL BE PER NET TON: Delivered to destination by truck and unloaded as directed. \*Maximum allowable level of sodium oxide Na20 is 3.0%. ASTM Test Method D3682 shall be used to test sodium oxide. A test is only required for the first shipment as long as the mine does not change. When submitting an offer on this location, offeror is required to submit an independent laboratory analysis of coal offered, showing that the mine meets sodium requirements. Maximum number of trucks is 24 per day.

COAL SIZE: 1 1/4 X 1/4" Non-Oil Based Freeze Conditioning (All Coal)

MINIMUM SPECI			Y REQUIR	RED:	D.T	CII -1		Min	19 000				
Moisture, as recei		Max. <b>20.0</b>			Б.	Γ.U., dry		Min.	12,000		_		
Volatile Matter, dr	y %1	Max. <b>47.0</b>	%Min <b>33.</b> 0	.0	A.S	S.T., degree	es F	Min.	2440		_		
Ash, dry	%	Max. <b>12.0</b>	%Min <b>7.</b> 0	.0		dium Oxide a20)	е	Max.	3.0*		-		
Sulfur, dry	%	Max. 1.0			На	rdgrove Gi	rind.	Min_			_		
	.H. Screei		x. % Retair <b>5.0%</b>	ned On	<u>N</u>	Max. % Pas	sing T	<u> Through</u>	<u>!</u> -				
<b>1/4"</b> R.	.H. Screer					5.	.0%		-				
TOTAL ESTIMAT	ED REQU	IREMENT (	NET TON	S):. <u>10,000</u>									
the Small Bu	ors are solusiness Adr f the clause	icited only for ninistration,	r the unrese this item wi	erved quanti ill be negotia	ity. As sta	ted in <u>Claus</u> the applical	ole bid	dders und	der this solici	tation i	ot result in a c n accordance imated month	with the	
ESTIMATED MOI FURNISH (NET T		ONTRACTO	R SHALL	BE OBLIG	ATED TO	Year 2001	JA	N	FEB		MAR	A	APR
MAY	JUN		JUL		AUG			SEP 2	2,500	ОСТ	2,500	NO	V <b>2,500</b>
DEC <b>2,500</b>	Year 2002	JAN		FEB	l	MAR	I.		APR	I	MAY		
MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):  _* Except as provided by clause I209.13  CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER:  *** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS):  _** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS):  _*** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS):  _*** Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS):  _*** Except as provided by clause I209.12  *** Except as provided													
HANDLING COST DFSC Form 6.37-S					\$				Truck:	\$			

# MALMSTROM AIR FORCE BASE, MT THIS ITEM IS UNRESTRICTED

# SECTION B SCHEDULE (TRUCK)

**SP0600-01-R-0005** LINE ITEM <u>**0009a**</u> (THIS IS ALTERNATE OF LINE ITEM <u>**0009**)</u>

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: OFFEROR OFFERS: (total to	TONS AT \$ ons offered)	I	PER NET TON TRUCK-I	DELIVERED AT DESTINATION
OTHER COSTS, if any: \$	(IDENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE				( ) TIPPLE
OFFEROR GUARANTEES TI	HE FOLLOWING ANALYS	IS FOR THIS ITEM:		( ) SAMPLES
Moisture, as received %	Max.	B.T.U., dry	Min.	M:
Volatile Matter, dry %	Max. Min	A.S.T., degrees F	Min.	V:
Ash, dry %	Max.	FSI	Max.	A:
Sulfur, dry %	Max.	Hardgrove Grind	Max.	S:
				BTU:
Screen Size:	Max. % Retained On	Max. % Pa	ssing Through	AST:
R.H. Screen				FSI:
R.H. Screen				HG:
NAME OF MINE/ STATE PERMIT NO. TY	YPE SEAM TIE	PPLE/LOCATION LAE	BORATORY/LOCATIONS	HIPPING POINT/RR
CHECK IE MUI TIPLE (	CONVEYANCE AND PROV	TDE DETAILS		
THE FOLLOWING SPACE IS			EASE DO NOT WRITE B	ELOW THIS LINE.
100% 1.00	FOB DEST.	\$.	(	) RESP
M% - <u>0.</u>	FP/OT FAC	+ \$ .	(	) NONRESP
DRY, BTU				) REJ
х	HAND/ADM	+ \$	I.	B/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x <u>2,000</u>	TOTAL	<b>S</b>		TOWN DESCRIPTION OF THE PROPERTY OF THE PROPER
(A)	(rounded)	100		
	(B)			
$\frac{(A)}{(B)} =$	(D)			
(B) ====================================				
	Calculated	l By (Signature)	_	
	Carcuratee	Dy (Signature)		
	Verified B	y (Signature)	_	
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition				
(Superseues 1100 os Edition	1			

#### THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0010 (This is alternate of Line Item No. N/A

REQUISITION/DATE:SCO600-00-0676/11 Sept 00

INSTALLATION: **TOOELE ARMY DEPOT, UT**.

RAILHEAD AND SERVING RAILROAD, if applicable: NA

TRANSPORTATION EQUIPMENT FOR THIS ITEM: TRUCK

HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

OFFERED PRICES SHALL BE PER NET TON: Delivered to destination by truck and unloaded as directed. Truck deliveries will be accepted from Monday through Thursday from 6:30 a.m. through 5:00 p.m. Maximum number of trucks which can be accepted

per day is seven (7). COAL SIZE: 1 1/4" X 1/4" (DUST SUPPRESSION-ALL COAL) MINIMUM SPECIFICATIONS QUALITY REQUIRED: Moisture, as received % Max. 10.0 B.T.U., dry Min. 12,000 Volatile Matter, dry Min. **30.0** Min. **2400** % Max. 41.0 A.S.T., degrees F % Max. 12.0 F.S.I. Ash, dry Max. Sulfur, dry % Max. **1.0** Hardgrove Grind. Min. Max. % Passing Through Screen Size: Max. % Retained On 1 1/4" R.H. Screen **5.0%** R.H. Screen 1/4" 15% TOTAL ESTIMATED REQUIREMENT (NET TONS):. 900 ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below. ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO Year JAN. **FEB** MAR. APR FURNISH (NET TONS): 2001 MAY JUN JUL AUG 900 SEP OCT NOV DEC **FEB** APR JAN. MAR MAY Year 2002 MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 900\* \* Except as provided by clause I209.13 CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002 \*\* \*\*\* Except as provided by clause I209.12 MAXIMUM ORDER THIS ITEM (NET TONS): 1,900 per month. NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS. I211(F) ORDERING (APR 1984) (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 through 30 April 2002. (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control. (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued or ally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18) THE FOLLOWING SPACE IS RESERVED FOR DESC USE.

Truck:\$

#### TOOELE ARMY DEPOT. UT THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM **0010** 

(THIS IS ALTERNATE OF LINE ITEM **N/A.**) THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED. OFFEROR'S NAME: TONS AT \$ \_\_\_\_\_ PER NET TON TRUCK-DELIVERED AT OFFEROR OFFERS: \_\_ (total tons offered) DESTINATION OTHER COSTS, if any: \$ (IDENTIFY \_\_\_\_\_) FOR DESC USE ONLY DOE DATA: COAL SIZE ( ) TIPPLE OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM: ( ) SAMPLES \_\_\_\_\_ % Max. Min. Moisture, as received B.T.U., dry M:\_\_\_\_ % Max. Min Min. Volatile Matter, dry A.S.T., degrees F % Max. Max. Ash, dry A:\_\_\_\_ % Max. Max. Sulfur, dry Hardgrove Grind BTU:\_\_\_\_ Max. % Retained On Max. % Passing Through AST:\_\_\_\_\_ Screen Size: R.H. Screen FSI:\_\_\_\_ R.H. Screen HG:\_\_\_ NAME OF MINE/ **SEAM** TIPPLE/LOCATION LABORATORY/LOCATIONSHIPPING POINT/RR STATE PERMIT NO. **TYPE** CHECK IF MULTIPLE CONVEYANCE AND PROVIDE DETAILS THE FOLLOWING SPACE IS RESERVED FOR DESC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE. 100% 1.00 FOB DEST. \$. () RESP 0. \_\_\_\_ Μ% FP/OT FAC + ( ) NONRESP\_\_\_\_\_ \$. DRY. BTU ( ) REJ \_\_\_\_\_ \_\_LSA GROUP\_ HAND/ADM + \$<u>.</u> FOR DESC-OT DIVISION USE ARBTU (rounded) x <u>2,000</u> TOTAL \$<u>.</u>

(rounded) x\_\_\_\_\_100\_\_\_ (A) =(B) ======== ARBTU PER 1¢ DEST. Calculated By (Signature) Verified By (Signature) DFSC 6.37-T. Jun 87 (Supersedes Nov 83 Edition

# THIS ITEM IS A 100% SMALL BUSINESS SET ASIDE

SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0011 (This is alternate of Line Item No. 0011a

												Zine reem i	0. <u>0011u</u>	
REQUISITIO	N/DATI	E: <b>SCO</b> 6	<u> 600-00-0676</u>	3/ 11 Sep	t 00									
INSTALLATI	ON: <u>U.</u>	S. Capi	itol Power	Plant,	<u>Washington</u>	, D.C. (U	SCPP)							
RAILHEAD A RAILROAD, i			rchitect of	the Ca	pitol/ CSXT 1	RR								
TRANSPORT	ATION	EQUIP	MENT FOI	R THIS I	TEM: <b>100 to</b>	n Hopp	er Bottom	Raile	cars.					
OFFERED PI after places 3:00p.m., ex	nent a	t USCI	PP. 24 hou	ır deliv										<u>cars</u>
COAL SIZE: deliveries f											sed Fre	eze Condi	tioning o	<u>on</u>
CONTRACTO	OR_GUA	ARANT	EES_THE_	FOLLO	WING_ANAL	YSIS:								
Moisture, as	eceived	l % N	Max. <b>5.0</b>			В.	T.U., dry		Min.	13,650				
Volatile Matte	er, dry	% N	Max. <b>40.5</b>	Min.	30.0	A.	S.T., degree	es F	Min.	2450				
Ash, dry		% N	Max. <b>8.0</b>	Min.	4.5	F.	S.I.		Max.	7.0				
Sulfur, dry		% N	Max. <b>1.0</b>			Н	ardgrove Gi	rind	Min.					
Screen Size:	DII	C	<u>Ma</u>		ained On		Max. % Pass	sing T	<u>`hrough</u>					
1 1/2" 3/8"		Screer Screer		5.	.0%		15	5.0%						
TOTAL ESTI	– MATED	REQU	IREMENT	(NET TO	ONS <b>): 16,</b>	<b>250</b>								
ADDITIONAL	. QUAN	ITITY R	RESERVED	. if appli	cable (NET T	ONS):	See Cl	lause	L21.02					
NOTE: the Sm provisi	Offerors all Busir	are soli ness Adn ne clause	cited only fo ninistration,	r the unr this item	eserved quant will be negoti nts for the res	ity. As st ated with	ated in Claus the applicab	se L21. de bid	.02, if the ders und	er this soli	citation i	n accordance	with the	ith
ESTIMATED FURNISH (N	MONT	HLY CO	ONTRACTO	R SHAL	LL BE OBLIG	ATED T	O Year 2001	JAN	N	FEB		MAR	AF	PR
MAY <b>1,050</b>	.	JUN 9	000	JUL	900	AUG	900		SEP 9	900	OCT	1,050	NOV	1,500
DEC <b>2,100</b>	<u> </u>	Year	JAN <b>2,1</b>	00	FEB <b>2,1</b>	00	MAR 1,	500		APR 1,	250	MAY		
	2	2002	IED A CEC	CITALI	DE OBLIGA	TED TO	ELIDATION	/N 1157	TONG)	40.050**				_
MAXIMUM G									*	**Except a	as provid	ed by clause		
CONTRACTO							ERIES UNI	DER T				<b>y 2002*** .</b> ded by claus		
MAXIMUM C NOTE: See I211(F) ORD	Clause	186.02	DELIVERY		<b>5,200</b> per mo R LIMITATIO									
(b) All of delivery order	activiti elivery and th il, a de	ies desig orders a is contr livery o	gnated in thate are subject fact, the consider is cons	ne Sched to the te stract sha sidered "i	rms and cond all control. issued" when	ders may ditions of the Gove	be issued fr this contra	om <u>O</u> ct. In posits	1 May 2 the even the ord	<b>001</b> throent of confer in the r	ugh <b>30</b> lict betw	<b>April 2002 .</b> een a		
			elecommuni	cations (	nny n author	izeu iii u	ne schedule.	(FA)	R 52.216	0-18)				
THE FOLLO		PACE I	IS RESERV	ED FOR	DESC USE.		ne schedule.	. (FA)	K 52.216	o-18) 				

# <u>U.S CAPITOL POWER PLANT, WASHINGTON, D.C.</u> 100% SMALL BUSINESS SET ASIDE

C. SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM 0011 (THIS IS ALTERNATE OF LINE ITEM 0011a)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:		OFFEROR OFFERS: _	TONS,
OTHER COSTS, if any: \$	OB RAILCARS AT DESTINATION(IDENTIFY		(Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
	HE FOLLOWING ANALYSIS FOR TO Max. B.T.U.,		( ) SAMPLES
Volatile Matter, dry %	Max. Min A.S.T.,	degrees F Min.	
Ash, dry %	Max. F.S.I.	Max	A:
Sulfur, dry %1	Max. Hardgro	ove Grind. Min.	_ S:
, <b>J</b>			BTU:
Screen Size:	Max. % Retained On	Max. % Passing Through	AST:
R.H. Screen			FSI:
R.H. Screen			HG:
NAME OF MINE STATE PERMIT NO. T	YPE SEAM TIPPLE/LOC	CATION LABORATORY/LOCATION	NICHIDDING DOINT/DD
	FOB MINE \$ FREIGHT + \$ FOB RAIL DEST. \$		CONVEYANCE AND PROVIDE DETAILS  BELOW THIS LINE.  ( ) RESP ( ) NONRESP ( ) REJ LB/SBLSA GROUP
ARBTU	HAND/ADM + \$_	<u>.                                    </u>	FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL \$_	<u>.</u>	
(A)	(rounded) x	_100	
(A) = (B) ====================================	Calculated By (Sign		
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signat	ure)	

# THIS ITEM IS A 100% SMALL BUSINESS SET ASIDE

SECTION B SCHEDULE OF SUPPLIES <u>**SP0600-01-R-0005**</u> LINE ITEM NO. <u>0011a</u> (This is alternate of Line Item No. <u>0011</u>

KEQUISITION/DA	ATE: <b>SCO</b>	600-00-0676	/ 11 Sept	: 00								
INSTALLATION:	U.S. Cap	itol Power	Plant, W	<u>Vashington,</u>	D.C. (US	SCPP)	<u>.</u>					
RAILHEAD AND	SERVING	RAILROAD	), if applic	cable: N/A								
TRANSPORTATIO	ON EQUII	PMENT FOR	R THIS IT	TEM: Truck	at Desti	nation. Deliv	<u>eries M</u>	onday thro	ugh Fr	<u>iday 6:30 a.</u>	m. thro	ugh 2:00
OFFERED PRICE COAL SIZE: 11/2										eze Condi	tioning	on
deliveries from											<u> </u>	
CONTRACTOR Of Moisture, as recei		TEES THE Max. <b>5.0</b>	FOLLOW	VING_ANAL		C.U., dry	Min.	13,650		_		
Volatile Matter, de	ry %	Max. <b>40.5</b>	Min. 3	30.0	A.S	S.T., degrees F	Min.	2450		_		
Ash, dry	%	Max. <b>8.0</b>	Min. 4	1.5	F.S	.I.	Max.	7.0		_		
Sulfur, dry	%	Max. <b>1.0</b>			На	rdgrove Grind	Min.			<del>-</del> -		
Screen_Size:		<u>Ma</u>	x%_Ret	tained_On	<u>N</u>	lax. % Passing	<u>Throug</u>	<u>th</u>				
	.H. Screei .H. Screei		5.0	)%		15.0%						
TOTAL ESTIMAT			(NET TO	NS): <u>16,2</u>	<u> </u>	13.070						
ADDITIONAL QU		RESERVED	. if applica	able (IN FT TC								
the Small B	usiness Adi of the claus ts below. NTHLY C	licited only fo ministration, e. Monthly re	r the unre this item v equiremen	eserved quanti will be negotia nts for the rese	ity. As sta ited with t erved quan	ted in Clause L2. he applicable bid tity will be appr  Year JA	1.02, if the Iders und coximately	er this solici	tation in	accordance	with the	
the Small Be provisions of requirement	usiness Ado of the claus ts below. NTHLY C TONS):	licited only fo ministration, e. Monthly re	r the unre this item v equiremen	eserved quanti will be negotia nts for the rese	ity. As sta ited with t erved quan	ted in Clause L2. he applicable bio tity will be appr	1.02, if the lders und coximately	er this solici the same as	tation in	accordance vimated month	with the ly AI	
the Small Br provisions of requirement ESTIMATED MO FURNISH (NET T	usiness Ado of the claus ts below. NTHLY C TONS):	licited only fo ministration, e. Monthly re	r the unre this item v equiremen OR SHALI	eserved quanti will be negotia nts for the rese L BE OBLIG.	ity. As sta ited with t erved quan ATED TO	ted in Clause L2 he applicable bid tity will be appr  Year JA 2001	1.02, if the lders und coximately	er this solici the same as	tation in the esti	accordance vinated month	with the ly AI	PR
the Small Bi provisions of requirement ESTIMATED MO FURNISH (NET T	usiness Adn f the claus ts below.  NTHLY C FONS):  JUN  Year 2002	icited only forministration, e. Monthly re ONTRACTO 900  JAN 2,1	r the unrethis item vequirement OR SHALI  JUL  00	eserved quantiwill be negotiants for the reset L BE OBLIG.  900    FEB 2,10	ity. As sta nted with t erved quan ATED TO AUG	ted in Clause L2 he applicable bid tity will be appr  Year JA 2001  900  MAR 1,500	1.02, if the iders und oximately  N  SEP   T TONS	FEB  APR 1,2:	OCT	MAR  1,050  MAY	with the lly  AH	PR
the Small Bright provisions of requirement ESTIMATED MO FURNISH (NET TIMAY 1,050  DEC 2,100	usiness Adn f the claus ts below.  NTHLY C FONS):  JUN  Year 2002  NTITY CO	icited only forministration, e. Monthly re ONTRACTO 900  JAN 2,1  ONTRACTOR	r the unrethis item vequirement OR SHALI  JUL  OO  C SHALL	eserved quantiwill be negotiants for the research BE OBLIG.  900 FEB 2,10 BE OBLIGA	ATED TO	ted in Clause L2 he applicable bid tity will be appr  Year JA 2001  900  MAR 1,500  FURNISH (NE	1.02, if the iders und oximately  N  SEP  T TONS	FEB  APR 1,2:  16,250**  **Except as  EM AFTER	OCT  provide: 31 Ma	MAR  1,050  MAY  ed by clause y 2002***.	NOV	PR
the Small By provisions of requirement ESTIMATED MOFURNISH (NET TO MAY 1,050)  DEC 2,100  MAXIMUM QUAIT CONTRACTOR S  MAXIMUM ORDINOTE: See Cla	winess Adnote the claus to below.  NTHLY CONS):  JUN  Year 2002  NTITY CO  HALL NO  ER THIS I use 186.02	icited only forministration, e. Monthly reconstruction  ONTRACTO  900  JAN 2,1  ONTRACTOF  T BE REQUITEM (NET TEM (NET TEM DELIVERY)	r the unrethis item vequirement OR SHALI  JUL  OO  C SHALL  VIRED TO  FONS): 5	eserved quantiwill be negotiants for the reserved.  L BE OBLIG.  900  FEB 2,10  BE OBLIGA  MAKE ANY  5,200 per mo	ATED TO  AUG  TED TO  TED TO	ted in Clause L2 he applicable bid tity will be appr  Year JA 2001  900  MAR 1,500  FURNISH (NE	1.02, if the iders und oximately  N  SEP  T TONS	FEB  APR 1,2:  16,250**  **Except as  EM AFTER	OCT  provide: 31 Ma	MAR  1,050  MAY  ed by clause	NOV	PR
the Small By provisions of requirement of the Small By provisions of requirement of the small state of the s	wisiness Adnote the clause to below.  NTHLY COONS:  JUN  Year 2002  NTITY COO  HALL NO  ER THIS I use I86.02  NG (APR I oblies and services desired services desired this contidelivery of written to the clause of the continuous cont	JAN 2,1  JAN 2,1  DITTRACTOR  TEM (NET	The unresthis item vequirement OR SHALI  JUL  OO  R SHALL  TONS): 5  ORDER  TONS): 5  ORDER  Tornishe  Tor	poo PEE 2,10  BE OBLIGA  BE OBLIGA  MAKE ANY  5,200 per mo  LIMITATIO  ed under this ale. Such orders and conduct to control. ssued" when nly if authorically authorically authorically authorically authorically authorically authorically when nly if authorically when nly i	ATED TO AUG TED TO TED TO AUG TED TO	ted in Clause L2 he applicable bid tity will be appr  Year 2001  900  MAR 1,500  FURNISH (NE CRIES UNDER  shall be ordered is sued from 6 this contract. In	N SEP S T TONS) THIS IT In the even	FEB  FEB  FEB  FEB  FEB  FEB  FEB  FEB	OCT  provide: 31 Mass provides sprovides and sprovides s	MAR  1,050  MAY  ed by clause y 2002***. led by clause ders by the April 2002.	NOV	PR

# $\underline{U.S} \, \underline{CAPITOL} \, \underline{POWER} \, \underline{PLANT}, \underline{WASHINGTON}, \underline{D.C.} \\ \underline{100\%} \, \underline{SMALL} \, \underline{BUSINESS} \, \underline{SET} \, \underline{ASIDE}$

SECTION B SCHEDULE (TRUCK) SP0600-01-R-0005 LINE ITEM 0011a (THIS IS ALTERNATE OF LINE ITEM 0011)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:				<del>.</del>	
OFFEROR OFFERS: (total	tons offe	_TONS AT \$ red)			DELIVERED AT DESTINATION
OTHER COSTS, if any: \( \)	(]	IDENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE:					( ) TIPPLE
OFFEROR GUARANTEES	THE FOI	LLOWING ANALY	SIS FOR THIS ITEM:		( ) SAMPLES
Moisture, as received 9	6 Max.		B.T.U., dry	Min.	M:
Volatile Matter, dry	6 Max.	Min	A.S.T., degrees F	Min.	V:
Ash, dry	6 Max.	Min	F.S.I	Max.	A:
Sulfur, dry 9	6 Max.		Hardgrove Grind	Max.	S:
	_				BTU:
Screen Size:	]	Max. % Retained O	m Max. % P	assing Through	AST:
R.H. Scree	n				FSI:
R.H. Scree	n _		_		HG:
NAME OF MINE/ STATE PERMIT NO.	 Г <u>ҮРЕ</u>	SEAM T		BORATORY/LOCATION	SHIPPING POINT/RR
CHECK IF MULTIPLE THE FOLLOWING SPACE				EASE DO NOT WRITE I	BELOW THIS LINE.
100% 1.00		FOB DEST.	\$.		( ) RESP
M% - <u>0.</u>		FP/OT FAC	+ \$ .		( ) NONRESP
DRY, BTU					( ) REJ
X		HAND/ADM	+ \$ <u>.</u>		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x 2,000		TOTAL	\$ <u>.</u>		POR DESC-OT DIVISION USE
(A)			x100		
	(	(B)			
$\frac{(A)}{(B)}$ =	·				
(B) ====================================	=				
		Calculate	ed By (Signature)	_	
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	on	Verified I	By (Signature)	_	

# REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES SP0600-01-R-0005

# K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
  - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3)	TAXPAYER	<b>IDENTIFICATION NUMBER</b>	(TIN)

[ ] TIN:
TIN has been applied for.
[ ] TIN is not required because:
[ ] Ofference a new resident alient fermion comparation on fermion mentages him that does not have income affectively
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
Other. State basis.
(4) TYPE OF ORGANIZATION.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other:
(5) COMMON PARENT.
[ ] Offeror is not owned or controlled by a common parent.
Name and TIN of common parent:
Name
- may
TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS C	<b>ONCERN.</b> The offeror represents as part of its offer that it
[ ] is [ ] is not	
a small business concern	
	ANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small this provision.) The offeror represents, for general statistical purposes, that it
[ ] is [ ] is not	
a small disadvantaged bu	siness concern as defined in 13 CFR 124.1002.
	SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small this provision.) The offeror represents that it
[ ] is [ ] is not	
a women-owned small be	usiness concern.
NOTE: Complete parathreshold.	agraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition
	BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the ern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)
[ ] is	
a woman owned business	s concern.
	Y FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors ch costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) tract price.
AND FOR THE TARGETED INDUSTR	S SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM Y CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION r has represented itself to be a small business concern under the size standards for this solicitation.)
	for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of Gs)). The offeror represents as part of its offer that it
[ ] is [ ] is not an emerging small busine	ess.
(ii) (Complete only to four designated industry groups (DIG	for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) (s)). The offeror represents as follows:
	s number of employees for the past 12 months (check the Employees column if size standard stated in the is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

·			<b>3</b> ·	
				AVERAGE ANNUAL GROSS
	MI	IMDI	ED of EMDLOVEES	REVENUES
	INC	IVIDI	ER of EMPLOYEES	<u>REVENUES</u>
	г	1 50	) or fewer	[ ] \$1 million or less
	L .	•	1 - 100	[ ] \$1,000,001 - \$2 million
	L .		1 - 250	[ ] \$2,000,001 - \$2 million
	L .		l - 500	[ ] \$3,500,001 - \$5.5 million
	L.			[ ] \$5,000,001 - \$5 million
	L.	•	l - 750	
	L .		l - 1,000	[ ] \$10,000,001 - \$17 million
	L	J OV	er 1,000	[ ] Over \$17 million
ADJUSTMENT FO	OR SI PRO us.)	MAL GRA GEN	L DISADVANTAGED BUSINES M - DISADVANTAGED STATU  ERAL. The offeror represents that	ins the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION SS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS US AND REPORTING, and the offeror desires a benefit based on its at either
		(A)	It	
		[	] is ] is not	
that no material chan individuals claiming	ige in disad	disa Ivant	dvantaged ownership and control haged status, the net worth of each in ble exclusions set forth at 13 CFR It	in in the database maintained by the Small Business Administration (PRO-Net), and as occurred since its certification, and, where the concern is owned by one or more individual upon whom the certification is based does not exceed \$750,000 after 124.104(c)(2); or
		l I	has not	
		I	has not	
		oncer		the Small Business Administration or a Private Certifier to be certified as a small Subpart B, and a decision on that application is pending, and that no material change blication was submitted.
	(ii)	JOI	NT VENTURE UNDER THE PRI	ICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED
124.1002(f) and that participating in the jo	the roint v	NS. Tepres	the offeror represents, as part of its tentation in paragraph (c)(7)(i) of the	offer, that it is a joint venture that complies with the requirements in 13 CFR nis provision is accurate for the small disadvantaged business concern that is e of the small disadvantaged business concern that is participating in the joint
-			1 4 10 41 00	16 14 1 4 14 14 14 14 14 14 17 27 27
		_	<del>-</del>	elf as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall
check the category in	n whi	ch its	-	
	[	j	Black American	
	[	]	Hispanic American	
	[	1	Native American (American India	ns, Eskimos, Aleuts, or Native Hawaiians).

	[	]	Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
	[	]	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
	[	]	Individual/concern, other than one of the preceding.
	ph (c		ONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business of this provision.) The offeror represents as part of its offer that
			is is not
	l by t	the S	Zone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business mall Business Administration, and no material change in ownership and control, principal place of ownership, or ge has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
	(ii)	It	
		[ ]	is is not
	for t	he H	under that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this UBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the me small business concern or concerns that are participating in the joint venture:
Each HU	BZo	ne sn	nall business concern participating in the joint venture shall submit a separate signed copy of the HUBZone
ORDER 11246.	) <b>P</b> F		CATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE GOUS CONTRACTS AND COMPLIANCE. The offeror represents that
		[ ]	has
	par		has not ated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

K1.01-10 Cont'.		SP0600-01-R-0005
(ii	) It	
	[ ] has	

	[ ] has			
	[ ] has not			
file	d all required compliance r	reports.		
	FFIRMATIVE ACTION ( It	COMPLIANCE. The offeror repres	ents that	
	[ ] has developed and h [ ] has not developed an	nas on file nd does not have on file		
at 6 Subparts 60-1 and 60-2),		ative action programs required by rul	es and regulations of the Secretary of Labo	r (41 CFR
(ii)	It			
regulations of the Secreta		nad contracts subject to the written a	ffirmative action programs requirement of	the rules and
(Applies only if the cont that no Federal appropria any agency, a Member of with the award of any res (f) BUY A only if DFARS clause 2 (1) Th (i) BUY AMERICAN ACT (ii) a qualifying country. (2) Th	tract is expected to exceeted funds have been paid of Congress, an officer or employed and the contract.  AMERICAN ACT - TRADE ACT - Components of unknown the offeror must identify and	ed \$100,000). By submission of its of a rwill be paid to any person for influnctional ployee of Congress or an employee DE AGREEMENTS - BALANCE OF GREEMENTS ACT, is incorporate the end products listed in subparagray YMENTS PROGRAM clause of this origin are considered to have been and certify all end products that are no	nined, produced, or manufactured outside the	nowledge and belief or or employee of alf in connection  ATE. (Applies  as defined in the the United States or
	(Insert line item no.)			
(ii)	The offeror certifies that t	the following supplies are qualifying	country end products:	
	(Insert line item no.)		(Insert country of origin)	
(iii)	The offeror certifies that t	the following supplies are qualify as	designated country end products:	
	(Insert line item no.)		(Insert country of origin)	
(iv)	The offeror certifies that t	the following supplies qualify as Car	ribbean Basin country end products:	
	(Insert line item no )		(Insert country of origin)	

(v) The offeror certifies that the following supplies qualify	as NAFTA country end products:		
(Insert line item no.)	(Insert country of origin)		
(vi) The offeror certifies that the following supplies	are other nondesignated country end products:		
(Insert line item no.) (LIST AS NI	(Insert country of origin) ECESSARY)		
end products, NAFTA country end products, and Caribbean Basin country  (g) BUY AMERICAN ACT - NORTH AMERICAN FREE  BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies on  TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause in  (1) The offeror certifies that  (i) Each end product, except the end products listed in  BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  (ii) Components of unknown origin are considered to  a qualifying country.  (2) The offeror must identify and certify all end product  (i) The offeror certifies that the following supplies qualified in the control of the control of the control of the control of the certifies that the following supplies qualifying suppli	E TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - nly if DFARS clause 252.225-7036, NORTH AMERICAN FREE is incorporated by reference in this solicitation.) in subparagraph (2) below, is a domestic end product (as defined in the clause of this solicitation); and have been mined, produced, or manufactured outside the United States or		
"domestic end products":			
(Insert line item number)			
(ii) The offeror certifies that the following supplies a	are qualifying country (except Canada) end products:		
(Insert line item number)	(Insert country of origin)		
(iii) The offeror certifies that the following supplies of	qualify as NAFTA country end products:		
(Insert line item number)	(Insert country of origin)		
(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:			
(Insert line item number)	(Insert country of origin)		
(LIST AS NI	ECESSARY)		
end products over other end products.	-made end products, qualifying country end products, or NAFTA country SPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE		
The offeror certifies, to the best of its knowledge and bel	lief, that		
<ul><li>(1) The offeror and/or any of its principals</li><li>[ ] are</li><li>[ ] are not</li></ul>			

#### K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.
  - (b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it-
    - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

(FAR 52.212-3/Alts I/III)

#### L2.05-6 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (COAL) (DESC FEB 2000)

- (a) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - $(8) \ \ A \ completed \ copy \ of \ the \ representations \ and \ certifications \ at \ FAR \ 52.212-3;$
  - (9) Acknowledgment of solicitation amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

L2.05-6 Cont'. SP0600-01-R-0005

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) PERIOD FOR ACCEPTANCE OF OFFERS. See Addendum 1.
- (d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

#### (f) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

# $(g) \ \ \textbf{CONTRACT AWARD} \ (\textbf{not applicable to Invitation for Bids}).$

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer.
- (h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers **may be** submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION. If this solicitation covers requirements for U.S. Forces in Germany, see Addendum 1. Otherwise, see the Schedule.
- (j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact

Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may

L2.05-6 Cont'. SP0600-01-R-0005

obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <a href="http://www.customerservice@dnb.com">http://www.customerservice@dnb.com</a>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at <a href="mailto:globalinfo@mail.dnb.com">globalinfo@mail.dnb.com</a>.

(FAR 52.212-1, tailored/DESC 52.212-9F25)

### 11.03-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (COAL) (DESC AUG 1999)

- (a) INSPECTION/ACCEPTANCE. See Addendum 2.
- (b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
  - (c) CHANGES. See Addendum 2.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference. **If this contract covers** requirements for U.S. Forces in Germany, also see Addendum 2 for additional definitions.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. **Also see Addendum 2.**
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number, and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made. **Also See Addendum 2.**
- (j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) TAXES. See Addendum 2.
  - (1) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the

I1.03-4 Cont' SP0600-01-R-0005

Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from

the termination The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
  - (3) The clause at 52.212-5;
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
  - (5) Solicitation provisions if this is a solicitation;
  - (6) Other paragraphs of this clause;
  - (7) Standard Form 1449:
  - (8) Other documents, exhibits, and attachments; and
  - (9) The specification.

(FAR 52.212-4, tailored/DESC 52.212-9F55)

# I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-3, Convict Labor (E.O. 11755);
  - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

#### [Contracting Officer shall check as appropriate.]

[ X ] 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

- [ ] 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
- [ X ] 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waiver the preference, it shall so indicate in its offer).

I1.04 Cont' SP0600-01-R-0005

Act of 1994). [	[ ] 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendment [ ] Alt II.
	[X] 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
	[X] 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
	[ X ] 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
7102, and 10 U.S	[ ] 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 03-355, section C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). [ ]Alt I.
section 7102, and	[ ] 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355 10 U.S.C. 2323).
7102, and 10 U.S	[X] 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section C. 2323).
	[ ] 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
	[ X ] 52.222-26, Equal Opportunity (E.O. 11246).
	[X] 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[X] 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
	[X] 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[ ] 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).
(41 U.S.C 10a - 1	[ ] 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program 0d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). [ ]Alt II. [ ]Alt II.
	[ ] 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
	[ ] 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).
	[ ] 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
	[ ] 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
	[X] 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332).
	[ ] 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (31 U.S.C. 3332).
	[ ] 52.232-36, Payment by Third Party (31 U.S.C. 3332).
	[ ] 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
	[X] 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241). [ ] Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[ ] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
[ ] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
[ ] 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
[ ] 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
[ ] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

SP0600-01-R-0005

- (d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS NEGOTIATION.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:
  - 52.222-26, Equal Opportunity (E.O. 11246);

I1.04 Cont'

- 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[ ] 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

# I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

[ ] 252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
[ ] 252.206-7000	Domestic Source Restriction (10 U.S.C 2304)
[X] 252.219-7003	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan
	(DoD Contracts) (15 U.S.C. 637)
[X] 252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582)
[X] 252.225-7007	Buy American Act -Trade Agreements Act - Balance of Payments Program (41 U.S.C.
	10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)
[ ] 252.225-7012	Preference for Certain Domestic Commodities
[ ] 252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2341 note)
[ ] 252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
[ ] 252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
[ ] 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
[ ] 252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)

I1.05 Cont' SP0600-01-R-0005 [ ] 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93) Buy American Act - North American Free Trade Agreement Implementation Act - Balance [ ] 252.225-7036 of Payments Program ( [ \_\_ ] Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note) Technical Data Commercial Items (10 U.S.C. 2320) [ ] 252.227-7015 [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321) Requests for Equitable Adjustment (10 U.S.C. 2410) [X] 252.243-7002 [ ] 252.247-7023 Transportation of Supplies by Sea ( [ \_ ] Alt I), ( [ \_ ] Alt II) (10 U.S.C. 2631) Notification of Transportation of Supplies by Sea (10 U.S.C. 2631) [ ] 252.247-7024 (b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract. [ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note) [ ] 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

[ ] 252.247-7024

ADDENDUM #1 SP0600-01-R-0005

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)  The first room of the offer must show normal titles and talenhans and faccinile numbers (and electronic addresses if qualleble) of
	The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of
	athorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that
the follow	ring persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.
	(DESC 52.215-9F28)
K38	AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)
	(a) For each mine from which the offeror proposes to supply coal under this solicitation, the offeror is required to submit WITH THE
OFFER O	ne properly-executed DESC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION, except as provided in (b) below. The Mine
	tached to this solicitation. It shall be completed and signed by an authorized official of the Operating Company. The authorized official of
the Opera	ating Company means that individual who is authorized to commit the coal for sale on behalf of the Operating Company and/or the Mine
Owner. T	The Government reserves the right to reject any offer if the applicable Mine Form has not been received with the offer. Further, the

(b) In the event that the proposed mine is owned by the offeror or by a subsidiary, division, or affiliate of the offeror, DESC Form
4.23, AUTHORIZATION AND MINE DESCRIPTION, will not be required for that mine. However, in such case, the offeror shall state below th
mine(s) exempted by this paragraph (b):

Government reserves the right to verify the statements made in the Mine Form prior to award and, in the case of erroneous statements, an offer based on that Mine Form may be rejected. In the event that the Contractor requests that additional mine(s) be added after contract award, one properly-

(c) Offerors who offer coal from tipples or preparation plants must clearly identify the mine source(s) and must provide a properly executed AUTHORIZATION AND MINE DESCRIPTION form signed by an authorized official of the Operating Company and/or the Mine Owner providing the coal.

(DESC 52.208-9F15)

# K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - (3) Significant interest, as used in this provision means--

executed Mine Form for each mine shall be furnished by the Contractor at the time of this request.

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner:
  - (ii) Holding a management position in the firm, such as director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

#### K85 Cont'

- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

#### (c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

#### L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

- (a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
  - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
  - (c) The Government requires a minimum acceptance period of \_120\_ calendar days.
  - (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror. (DESC 52.215-9FB1)

# L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)

- (a) **THE OFFER.** The offer (proposal) shall consist of the following items:
  - (1) Standard Form (SF) 1449, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.
- (2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.
- (3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.
- (4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

#### (5) Exceptions.

- (i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.
- (ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

# (b) PAST PERFORMANCE SUBMISSION.

- (1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment 2 ) and submit a separate description of any past efforts to subcontract with small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses identifying highly successful efforts or any regulatory or subcontracting plan noncompliance. The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 2 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasigovernment organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.
- (2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.
- (c) SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES). The offeror must provide a description of its efforts to ensure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known.

(DESC 52.215-9F80)

### L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

#### L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>
FAR/DFARS: <a href="http://www-far.npr.gov/">http://www-far.npr.gov/</a>

DLAD: <a href="http://www.procregs.hq.dla.mil/">http://www.procregs.hq.dla.mil/</a>

(FAR 52.252-1)

# L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer. (DLAD 52.233-9000)

# L21.02 PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)

(a) The following requirements have been reserved for negotiation under the provisions of section 8(a) of the Small Business Act (Public Law 85-536). This quantity represents fifty percent of the requirements for the installation(s) listed.

<u>ITEM</u>	INSTALLATION	QUANTITY	
0001	NSWC, Indian Head, MD	30,000	
0002	NAB, Little Creek, VA	10,800	
0003	MCB, Camp Lejeune, NC	18,000	
0004	MCAS, Cherry Point, NC	7,300	
0007	Rock Island Arsenal, IL	14,000	
0008	Red River Army Depot, TX	10,250	
0011	U.S. Capitol Power Plant, Washington, DC	16,250	

L21.02 Cont' SP0600-01-R-0005

(b) If this reservation does not result in a contract with the Small Business Administration, these items will be negotiated with the applicable bidders under this solicitation in accordance with the following procedures:

#### (1) **DETERMINING ELIGIBILITY.**

- (i) To be eligible to participate in the failed 8(a) reserved portion of this procurement, a concern must have submitted a responsive offer on the unrestricted items.
- (ii) The Government reserves the right not to award to any concern who submitted a token offer or attempted by any other device to secure an unfair advantage over other offerors.

#### (2) **DETERMINING PRIORITY FOR AWARD.**

Labor surplus concerns and other business concerns eligible under (1) above will participate in the following order of priority:

- Group 1. Labor Surplus Area (LSA) concerns that are also small business concerns.
- Group 2. Other LSA concerns.
- Group 3. Small business concerns that are not LSA concerns.
- Group 4. Other business concerns that are not LSA concerns.

Within each of the above groups, offers will be requested from concerns in the order of their offers, beginning with the lowest responsive offer. Concerns may offer less than the failed portion(s).

#### (3) **DETERMINING THE AWARD PRICE.**

#### (i) GENERAL RULE.

Subject to the exceptions listed in (ii) and (iii) below, awards of the failed portions shall be made at the highest unit price for each item awarded under the Schedule, adjusted to reflect transportation, rent-free use of Government property, and other cost factors considered in evaluating bids on the Schedule portion. The award price shall be subject to the same discount terms used in the evaluation of the highest award price for a Schedule item.

### (ii) AWARD PRICE INVOLVING FOREIGN END PRODUCTS.

- (A) When the highest award price on the Schedule item is established by an award for a foreign end product, the award price for the failed portion shall be the award price on the Schedule item as adjusted in evaluating the offer submitting the foreign end product for award under applicable Buy American procedures, except for awards on the failed portion to concerns offering foreign end products, in which case the general rule applies.
- (B) Award to a concern offering a foreign end product when the highest award price on the Schedule portion is established by a domestic source end product shall be at a price which, after application of the evaluation factors used under Buy American procedures for determining eligibility of a foreign end product for award, is equal to the highest award price on the Schedule portion, adjusted to reflect transportation and other factors considered in evaluating the offers.

# (iii) OBTAINING OFFERS AND PROCESSING AWARDS.

- (A) When an unaccepted low offer is not involved -- If there is no unaccepted low offer meeting the criteria in (B) below, eligible concerns in the order of priority in (2) above will be requested to offer on the failed quantity at the highest unit price awarded on the Schedule portion. Concerns may offer less than the total failed portion, provided that if any part of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.
- (B) When an accepted low offer is involved -- If (a) a responsive offer is submitted on the Schedule portion at a unit price which, when adjusted, is lower than the adjusted highest unit price awarded on the Schedule portion, but cannot be accepted (e.g., because of "all-or-none" or other quantity limitations, or because the bidder is nonresponsible), and (b) at the time of negotiation for the failed portion, the offer could be accepted (e.g., because the failed quantity is large enough that the quantity limitations could be complied with, or because the bidder has now become responsible), then the following procedures shall be followed:

**Step One.** Eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) will be requested to offer, at the adjusted unit price of the unaccepted bid, a quantity of the failed portion equal to the quantity of the unaccepted offer.

**Step Two.** If no eligible concern will offer to take the entire quantity of the unaccepted offer, then all eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) shall be requested to offer on any lesser portion at the same price, until either the entire quantity is awarded or all eligible concerns refuse any further portions of such quantity.

**Step Three.** Steps Four, Five, and Six are applicable to the remaining failed portion regardless of whether any quantity under Step Two is not awarded after all eligible concerns have been afforded an opportunity to offer on the unaccepted quantity. However, the concern which submitted the unaccepted offer shall be eliminated from consideration under Step Four and Step Five, for award at higher prices, unless that concern first accepts a quantity of the failed portion equal to the entire quantity of its unaccepted offer, at the adjusted price of its offer.

**Step Four.** In case there is more than one unaccepted offer which meets the conditions of (a) and (b) above, Steps One, Two, and Three above shall be applied with respect to the quantities of each such offer in turn, from lowest price to highest.

**Step Five.** Eligible concerns in the order of priority in (2) above will be requested to offer at the highest unit price awarded on the Schedule portion on any quantity of the failed portion remaining after Steps One, Two, and Four have been completed, provided that if any of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.

L21.02 Cont' SP0600-01-R-0005

**Step Six.** If the entire failed portion is not taken by eligible concerns pursuant to Steps One through Five above, the failed portion is automatically dissolved and such unawarded portion may be procured by advertising or negotiation, as appropriate, in accordance with existing regulations.

### (4) **DEFINITIONS.**

- (i) The term **labor surplus area** means a geographic area which at the time of award is classified as such by the Secretary of Labor in the Department of Labor "Listing of Eligible Labor Surplus Areas Under Defense Manpower Policy 4A and Executive Order 10582."
- (ii) The term **labor surplus area concern** means a concern that agrees to perform or cause to be performed a substantial proportion of a contract in labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in labor surplus areas if the aggregate costs that will be incurred by the concern of its first tier subcontractors on account of manufacturing or production performed in labor surplus areas amount to more than 50 percent of the contract price.
- (iii) A small business concern means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (CFR Title 13, Section 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting offers in its own name must agree to furnish in the performance of the contract end items manufactured or produced by small business concerns; provided, that this additional requirement does not apply in connection with construction or service contracts.
- (5) **AGREEMENT.** The offeror agrees that if awarded a contract as a LSA concern under the failed portion of this procurement, it will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award or at the time of performance of the contract as a LSA.

#### (6) IDENTIFICATION OF AREAS OF PERFORMANCE.

Each offeror desiring to be considered for award as a LSA concern on the failed 8(a) portion of this procurement shall identify below the geographical areas in which it proposes to perform, or cause to be performed, a substantial proportion of the contract. Such offerors are instructed to insert the address(es) when costs incurred on account of manufacturing or production (by the offeror or first tier subcontractor) will amount to more than 50 percent of the contract price.

Name of Company: Street Address: City/County: State:

(If more than one location is to be used, list each location and the costs to be incurred at each, stated as a percentage of the contract price.)

**CAUTION:** Failure to list the location of manufacture or production and the percentage of cost to be incurred at each location will preclude consideration of the offeror as a LSA concern.

If the Department of Labor classification of any such area changes after the offeror has submitted its offer, the offeror may change the areas in which it proposes to perform, provided that it so notifies the Contracting Officer before award of the failed 8(a) portion.

(7) **REQUIREMENTS CONTRACT.** In the event multiple awards to two or more suppliers are made for any one item, for the purpose of equitably distributing orders between Contractors for the Schedule and failed 8(a) portion, "the Government will endeavor to apportion the quantities to be ordered, as equally as possible."

NOTE: When responsive offers are received offering an eligible product listed in DFARS 225.403-70, priority for award shall exclude from paragraph 2 above, Group 2; and Group 4 shall be titled "Other Business Concerns."

(DESC 52.219-9F20)

#### L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a  $\underline{\text{Firm Fixed Price Requirements Type Contract}}$  resulting from this solicitation. (FAR 52.216-1)

#### M13 EVALUATION OF OFFERS INVOLVING MULTIPLE MINES (DESC FEB 1970)

- (a) Unless the offeror expressly reserves the right to supply coal under the item from any or all of the mines listed thereunder, the Government at its option may designate the mine or mines of those offered from which the coal required under the item may be supplied. The mine or mines from which coal shall be supplied under the item will be designated in the award.
- (b) If the offeror expressly reserves the right to supply coal under an item from any or all of the mines listed under such item, the Government, in the event of award thereon, will accept coal under that item from any or all of the mines listed.

(DESC 52.208-9F25)

Offers will be evaluated on the basis of the following:

- (a) The number of "As Received B.T.U. per one cent delivered at destination" of the coal offered from any mine is computed by the following formula: The percentage arrived at by subtracting the percent of moisture from 100 percent shall be multiplied by the product of the dry B.T.U. per pound times 2,000 (for net tons) or 2,204 (for metric tons). The product of this multiplication shall be used as a numerator to be divided by the sum of the delivered cost per ton, per line item, expressed in cents.
  - (b) In applying the above formula, the following will be used:
    - (1) The offeror's guaranteed moisture; and
    - (2) The dry B.T.U. per pound guaranteed by the offeror.
- (c) If the offer provides the Government with an option to designate from which of the listed mines for an item that coal may be supplied, the offer on that item will be evaluated on the basis of the number of "As Received B.T.U. per one cent delivered at destination." If a quantity of coal less than the total tonnage required under the item is awarded the offeror for production from this mine, the offer on the item will be evaluated as to the balance of such required tonnage on the basis of the number of "As Received B.T.U. per one cent delivered at destination," of coal from that listed mine that produces coal having the next highest number of "As Received B.T.U. per one cent delivered at destination." This same procedure will apply in evaluating coal from the remaining mines offered under the item until the total quantity of the item is awarded.
- (d) If the offer under any item reserves to the offeror the right to supply coal from any or all of the mines listed thereunder, the offer on that item will be evaluated on the basis of the number of "As Received B.T.U. per one cent delivered at destination" of coal from the listed mine for that item that produces coal having the lowest number of "As Received B.T.U. per one cent delivered at destination."
- (e) The bottom size specified for double-screened coal is considered a minimum only. Accordingly, offers for any item requiring double-screened coal where the bottom size of coal offered is larger than the bottom size specified for such item will not be rejected, but will be evaluated on the same basis as all other offers received.
  - (f) The offeror shall indicate guarantee on all elements of the specifications.
- (g) The Government will determine, based upon published and special reports issued by the U.S. Army Petroleum Center Laboratory, if the coal offered from the "mine" or "mines" set forth in the offer meets all the requirements of the specifications shown on the Schedule. Those coal offers that do not meet the specifications and those coal offers for which there are no special or published reports will be rejected. It shall be incumbent upon offerors to insure that coal offered has been sampled by the U.S. Army Petroleum Center Laboratory prior to submitting an offer. A coal size required by the solicitation and offered for which no such reports are available will be evaluated on the nearest coal size, as determined by the Government, for which reports exist.
- (h) For coal to be delivered to U.S. installations in Germany only, offerors offering other than coal from the U.S. must have the coal sampled and analyzed by an approved laboratory using ASTM or "equivalent national" standards and provide the commercial analysis report in lieu of an analysis report by the U.S. Army Petroleum Center.

(DESC 52.208-9F20)

# M72.02-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (COAL) (DESC MAR 1999)

- (a) APPLICATION. This provision applies only after all price evaluation factors have been considered.
- (b) BASIS OF AWARD.
- (1) The Government will make awards to the responsible offeror(s) whose offer conforms to the solicitation and represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the evaluation factors for award. While total evaluated As Received British Thermal Unit per one cent (ARBTU/1¢) will be the most important factor in the evaluation of offers, the Government may make award to other than the highest evaluated ARBTU/1¢ offeror when a lower evaluated ARBTU/1¢ offeror has a record of past performance that demonstrates a greater probability that it will satisfy the solicitation requirements than the higher evaluated ARBTU/1¢ offeror. However, the Government will not award to a lower evaluated ARBTU/1¢ offeror if it considers the lower evaluated ARBTU/1¢ disproportionate to the benefits associated with the offeror's past performance.
- (2) In determining best overall value, a comparative assessment will be made between the offeror's evaluated ARBTU/1¢, record of past performance, socioeconomic commitment, and other factors. The offeror that represents the best overall value will be the offeror that represents the best tradeoff between evaluated ARBTU/1¢, past performance, socioeconomic commitment, and other factors.
- (c) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions of the solicitation, or if the Government has accepted any exceptions submitted with the offer. The Government will confirm the acceptability of each offer on a pass/fail basis.
- (d) **PRICE.** The Government will perform a price analysis to determine the reasonableness of proposed prices in accordance with FAR 15.404.
  - (e) EVALUATION OF PAST PERFORMANCE.
- (1) The Government will evaluate the quality of the offeror's past performance under contracts and/or subcontracts for the same or similar work required by the solicitation (in terms of scope, complexity, types of products, quantities, delivery modes, performance periods, delivery schedules, quality requirements, etc.). Offerors who have not performed contracts

M72.02-1 Cont' SP0600-01-R-0005

and/or subcontracts for the same or similar work required by the solicitation, that is, who lack any relevant past performance history, will receive a Neutral past performance rating. By past performance, the Government means the offeror's record of conforming to contract requirements and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the offeror's business-like concern for the interest of the customer.

- (2) The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. This assessment will be subjective, based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable past performance. Thus, a record of marginal or unsatisfactory past performance may be considered an indication that the offeror may be lacking in areas such as reliability, timeliness, customer satisfaction, and socioeconomic commitment. However, a record of average or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. In particular, recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends.
  - (3) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references. However, the Government reserves

the right not to contact all of the references listed by the offeror. The Government may consider other past performance information obtained from past and present customers, subcontractors, and any other sources that have useful information. If the offeror is the incumbent contractor for any line item on which it offers under this solicitation, the Government reserves the right to assess the offeror's past performance based solely on the offeror's performance under that contract. Further, if the offeror has held previous contracts with DESC, the Government reserves the right to assess the offeror's past performance based solely on the offeror's performance under the DESC contracts. The Government may, however, choose to consider other available information.

- (4) The subfactors listed below, which are equal in importance, will be used to evaluate past performance:
- (i) **Quality.** The extent to which the offeror demonstrated its ability to conform to contract requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and healthy standards).
- (ii) **Schedule.** The extent to which the offeror demonstrated its ability to meet contract schedules and delivery dates, including any administrative requirements.
- (iii) **Business Relations.** The offeror's demonstrated commitment to integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the Contractor has met small business, HUBZone small business, small disadvantaged business, and women-owned small business participation goals.
- (f) The Government will evaluate the extent to which the offeror identifies and commits to using small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses in the performance of the proposed contract. The socioeconomic information provided by the offeror under the PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION clause will be evaluated on a comparative basis among all offers. An offeror that proposes a higher percentage, complexity level, and variety of participation by small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses, combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan.
- (g) **RELATIVE IMPORTANCE OF EVALUATION FACTORS.** Proposals will be evaluated and rated against the factors listed below in descending order of importance:
  - (1) Evaluated ARBTU/1¢;
  - (2) Past performance; and
  - (3) Socioeconomic Plan.

Evaluated ARBTU/1¢ is the most important factor. Past performance is slightly less important than ARBTU/1¢, and the socioeconomic plan is significantly less important than Evaluated ARBTU1¢ and past performance. As proposals become more equal in evaluated ARBTU/1¢, the record of past performance and the offeror's socioeconomic plan will become more important.

(DESC 52.209-9F65)

ADDENDUM #2 SP0600-01-R-0005

#### OTHER REGULARTORY AND LOCAL CLAUSES

#### **DESCRIPTION SPECIFICATIONS**

# C13 SIZE, SIZE CONSIST, AND PREPARATION (DESC AUG 1997)

#### (a) **DEFINITIONS**.

(1) **TOP SIZE.** The sieve (screen) designating the upper limit or top size of a series of screens with the smallest openings upon which coal is cumulatively retained. This is cited as a percentage by weight of coal larger than the defined top size. This requirement is found in the Schedule section of the solicitation/contract (e.g., no more than 5% retained on a 1 ¼ inch screen). The defined top size is not to be confused with the size of the largest lot.

- (2) **BOTTOM SIZE.** The sieve (screen) designating the lower limit or bottom size of a series with the largest openings through which the coal passes. This is cited as a percentage by weight of coal smaller than the defined bottom size that passes through a defined bottom size screen. This requirement is found in the Schedule section of the solicitation/contract (e.g., no more than 15 percent passing through a ¼ inch screen). The defined bottom size is not to be confused with the size of the smallest particles in the lot.
- (b) **TEST METHODS.** ASTM D 4749-87, Standard Test Method for Performing the Sieve Analysis of Coal and Designating Coal Size (Reapproved 1994); ASTM D 2013-86, Preparing Coal Samples for Analysis Reapproved 1994).

#### (c) SIEVE APPARATUS.

- (1) In addition to conforming to all other specifications set forth in this contract, all coal delivered shall be substantially of the size or sizes specified, determined as follows:
- (i) In all double screened coal (known as prepared sizes), the maximum and/or minimum top size specified shall pass through a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum top size specified. The maximum and/or minimum bottom size specified shall be retained on a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum bottom size specified.
- (ii) In all single screened coal (known as screenings, slack, or mechanically fired steam coal) the maximum and/or minimum top size specified shall pass through a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum top size specified. As single screened coal is purely a resultant product, no maximum and/or minimum bottom can be specified and no bottom screening required.
- (iii) Where "crushed run of mine" or "crushed prepared sizes" are accepted upon award for screenings and/or slack coal as described in (ii) above, the maximum and/or minimum top sizes may be determined by adjusting the crusher to that position where the crushed product will not exceed the maximum top size or be less than the minimum top size required. Where such crushed coal is furnished, no screening is required. Run of mine coal shall be full of the mine with no sizes removed. The maximum size will be limited by the contract terms; and lumps exceeding that maximum size shall not be removed but shall be broken or crushed to come within the maximum size limitations.

#### (d) SAMPLE SIZE.

- (1) When a definite size consist is required, the Schedule for coal will specify the minimum percentage for coal which will be retained or the maximum percentage of coal that will pass through the screen(s).
- (2) A size consist sample shall be no less than 1,000 pounds which shall be drawn in equal increments from not to exceed 5 carloads or truckloads of coal in any one shipment.
- (3) The size consist sample shall be drawn in equal increments from 9 points in the car(s) or truck(s). Lay out 3 diagonals (example: [\\\]) across the car(s) or truck(s), beginning at the right front corner, diagonally across the car(s) or truck(s) to the other side. Three equally spaced collection points shall be designated for each diagonal. The first increments should be taken from the inside of the first diagonal {\\\.\}. The 9th increment should be taken from the left rear corner of the 3rd diagonal in the car(s) or truck(s) [`\\\].
- (e) **SAMPLING.** Where single screened and/or crushed coal of a definite size consist is required by the contract, all coal delivered there under shall meet or be better than the size consist specified in the Schedule for coal as determined and reported in accordance with ASTM D 4749, using Round-hole screens. Sampling will not be required if it is obvious upon a visual inspection that the coal fails to meet size consist requirements, and that fact is acknowledged by a Contractor's representative. The screening test at the receiving activity shall be conclusive as to whether the size consist requirement has been met.

### (f) NOTIFICATION OF REJECTION AND SAMPLE RETENTION.

- (1) If the size consist of the car(s) or truck(s) is sampled and screened as described above and fails to meet the sizing required by the Schedule, the coal may be rejected by the Contracting Officer, the Contractor will be required to remove the coal at its expense. As an alternative, coal rejected for noncompliance of size consist requirements may be accepted at an adjusted price recommended by the receiving activity and agreed to by the Contractor and the Contracting Officer.
- (2) The screened sample shall be retained in a protected place for seven full days, not counting the day the sample is screened, and shall be available for inspection by the Contractor and/or the Contracting Officer.

C13 Cont' SP0600-01-R-0005

Example: Sample Screening Date: Nov 15 Holding Period: Nov 16-22 Destroy Sample: Nov 23

(DESC 52.246-9FPQ)

#### C20 SULFUR CONTENT GUARANTEE (DESC MAY 1987)

The sulfur content of the coal to be furnished under this solicitation must be that percentage specified in the Schedule under MINIMUM QUALITY, or that percentage prescribed by applicable state law or local ordinance in effect on the date specified for receipt of offers, whichever is lower. In the event an applicable State law or local ordinance prescribes a lower percentage of sulfur content than that specified in this solicitation, the lower percentage shall be inserted in the Guaranteed Analysis and the applicable State law or local ordinance shall be identified in the Schedule.

(DESC 52.246-9FPK)

#### INSPECTION AND ACCEPTANCE

#### E1.03 CONTRACTOR INSPECTION RESPONSIBILITIES (COAL) (DESC JUN 1999)

(a) The Contractor shall provide and maintain, and assure that subcontractors provide and maintain, an inspection system acceptable to the Government. The Contractor shall prepare, and assure that subcontractors prepare, a written description covering their procedures and operations directly relating to the supplies to be furnished under this contract: (1) receiving, (2) sampling, (3) testing, (4) calibration of testing and measuring equipment, (5) loading and shipping, and (6) records and reports. The description shall also include the designation of key operational positions. The inspection

system, including operations related thereto and performed pursuant to this clause, shall be subject to surveillance by the Quality Representative.

- (b) The Contractor shall either perform, or provide an independent laboratory acceptable to the Government (see the QUALITY PROVISIONS clause) to perform, all sampling and acceptance tests set forth in this contract in order to substantiate conformance of such supplies to the quality required by this contract; when such tests are performed at origin on supplies to be accepted at destination, the Contractor shall further provide, or cause to be provided, at the point and time of
- acceptance, such evidence of quality that will enable the Government to verify original test results. Such evidence of quality shall consist of an analytical test report, which shall also include barge, railcar and/or truck numbers, mine and seam (or blends) from which the coal originated. The analytical test report will include the air dry loss, as well as the weights of the samples and the number of increments taken. The method of sampling will also be annotated somewhere in the analysis.
- (c) At the time of each shipment under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report (DD Form 250 series) in the manner and to the extent required by DoD FAR Supplement Appendix F, Material Inspection and Receiving Report, or as stated elsewhere in the contract. The mine and seam (or blends) from which the coal originated will also be annotated on the DD Form 250.
- (d) The Contractor shall inspect, prior to loading, all shipping conveyances to determine that such conveyances are suitable for loading.
- (e) The Contractor shall keep all quality and quantity records, including DD Form 250 series documents, complete and available to the Government during the performance of this contract and for 3 years after final payment under this contract.

(DESC 52.246-9FC1)

#### E1.04 QUALITY PROVISIONS (COAL) (DESC OCT 1997)

**RESPONSIBILITY FOR INSPECTION.** Unless otherwise specified in the contract, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract, the Contractor may use its own or any other facilities suitable for performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any inspection deemed necessary to assure supplies and services conform to the contract specifications.

- (a) **QUALITY CONFORMANCE INSPECTION.** Individual lots shall be examined as specified herein and subjected to tests for all requirements cited in the Schedule.
  - (b) **INSPECTION LOT.** A lot shall consist of a heterogeneous mixture of coal to be represented by a gross sample.
  - (c) SAMPLING.
- (1) **SAMPLING FOR VERIFICATION OF PRODUCT QUALITY.** Each lot of coal shall be sampled for verification of product quality in accordance with ASTM D 2234, except as otherwise approved by the Contracting Officer's Quality Representative.
- (2) **GROSS SAMPLE.** A gross sample is a sample representing one lot of coal and composed of a number of increments on which neither reduction nor division has been performed. One gross sample shall represent one lot of no greater quantity than 1000 tons.

E1.04 Cont' SP0600-01-R-0005

(3) **INCREMENT.** An increment is a small portion of the lot collected by one operation of a sampling device and normally combined with other increments from the lot to make a gross sample.

#### (4) INCREMENT COLLECTION CLASSIFICATION.

- (i) The type of increment to be collected from the bulk lot shall be Type I as defined in ASTM D 2234.
- (ii) The condition of increment collection shall be either Condition A or Condition B as defined in ASTM D 2234.
- (iii) The spacing of increments shall be Systematic 1 as defined in ASTM D 2234 and be distributed throughout the entire lot.
- (iv) The number and weight of the increments shall be as specified in Table 2 of ASTM D 2234. For example, raw coal with a top size of 2" will require a minimum of 35 increments taken systematically by either "stop-belt" or "moving stream" "condition" from the lot of 1000 tons or less. Each increment shall weigh a minimum of 6 lbs.

#### (5) MECHANICAL COAL SAMPLING.

- (i) In response to this solicitation, Contractors proposing to use mechanical sampling equipment to satisfy the collection method for condition B, full stream cut as defined in ASTM D 2234, must include with the offer a detailed description of the sampling procedures, including drawings and operating instructions.
- (ii) Contractor's written procedures, will also describe whether this sample method is ASTM approved (or equivalent) and complies with the collection criteria in D 2234 for obtaining a gross sample of coal.
- (iii) Mechanical coal sampling systems, procedures and operations related thereto are subject to surveillance by the Quality Representative (QR) and must be acceptable to the Government. The Government's acceptance will be based on an evaluation of the above data and the recommendation/checklist submitted by the QR in accordance with ASTM D 4702.
- (d) PREPARING COAL SAMPLES FOR ANALYSIS. The gross sample shall be prepared for analysis in accordance with ASTM D 2013.
- (e) **TEST METHODS.** The standard test methods used for coal to determine conformance to chemical and physical requirements of the contract shall be conducted in accordance with ASTM standards listed in Table I:

#### TABLE I

# TEST ASTM TEST METHOD NUMBER

Moisture, Total (as received) D 3173, D 3302 (D 2013), or

D 2961 (to be used for bituminous coal only, total moisture content not to exceed 10%

Volatile Matter, Dry D 3175 Ash, Dry D 3174

Sulfur, Dry (1)D 4239 (Method B or C) BTU, Dry D 2015, D 3286, or D 1989

Ash Softening Temperature <sup>o</sup>F (2)D 1857

### TEST ASTM TEST METHOD NUMBER

Free Swelling Index D 720
Hardgrove Grindability D 409
Sieve Analysis/Coal Size (3)D 4749
Sodium (Na<sub>2</sub>O) (4)D 3682

#### **FOOTNOTES**

- (1) Authorized Alternative Method A or B, ASTM D 3177.
- (2) Report ash fusion temperature as tested in a reducing atmosphere.

  When H=1/2W is indicated in the Schedule of Supplies, the analysis will report the Hemispherical Temperature (HT).
- (3) Disregard Table 3 (D 4749) for gross sample quantity and utilize the Raw (Uncleaned Coal) section of Table 2, ASTM D 2234. Collect the gross sample for sieve analysis by doubling the number of increments listed for Raw (Uncleaned Coal), according to top size, for General Purpose Sampling Procedure (Table 2). The actual weight of the gross sample tested will be shown on the analytical test report. This gross sample is intended for sieve analysis determination only.
- (4) When specified in the contract.

53

E1.04 Cont' SP0600-01-R-0005

#### (f) LABORATORY ACCEPTANCE.

- (1) For evaluation by the Government, the Contractor's laboratory will have available and submit to the QR, at a minimum, the information required by the Sample Worksheet (FIG.X1.1), ASTM D 4182, unless evidence of laboratory accreditation from an independent laboratory association can be supplied by the Contractor.
  - (2) When applicable, the following requirements will be added as a continuation to the sample worksheet evaluation:
  - VII GRINDABILITY (Hardgrove Machine).
    - A Date of last calibration. Was calibration chart prepared?
    - B Is revolution counter operating and does it stop automatically after setting at 60 revolutions?
    - C Are sieving and weighing operations carried out without delay?
  - VIII FREE-SWELLING INDEX.
  - A Are proper temperature and rate of temperature rise for either electric or gas heating maintained?
    - B Do test buttons compare well to the standard profiles?
    - IX SIEVE ANALYSIS/COAL SIZE.
      - A Are round hole sieves with a staggered pattern used when sizing for 1/4" or larger coal?
      - B Do sieve plates show any visible damage?
      - C Are sieve plates painted, plated, or coated?
      - D Is a continuous mechanical sieve shaker used?
      - E Before and after sieving, is the test sample/sieved coal weighed to within .5% or better?

(DESC 52.246-9FC5)

#### E3 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
  - (d) The certificate shall read as follows:

	"I certify that on	[insert date], the		[insert	Contractor's
name] furnishe	ed the supplies or se	ervices called for by Contract No			
	via	[Carrier] on	[identify the bill of la	iding or	
		-	equirements. I further certify that the	* *	
			all respects with the contract requirem		
	~ ·		ing, packing, marking requirements, a		
	item identification	(part number), and are in the quantit	y shown on this or on the attached acc	ceptance document."	
	Date of Ex	ecution:			
	Signature:				
	Title:				

- (a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long
- afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
  - (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such

E.5 Cont' SP0600-01-R-0005

portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

#### E24 DESTINATION INSPECTION AND ACCEPTANCE (COAL) (DESC JAN 1999)

- (a) All coal delivered hereunder shall be inspected at destination to determine (1) that it is reasonably free from slate, bone, sulfur balls, dirt, and other characteristic impurities, and from extraneous foreign matter, including excessive water or moisture in truck delivering coal, (2) that it is not oxidized or weathered, (3) that it is properly prepared and reasonably free from fines, and undersize and oversize coal, and (4) that it is of analytical quality equal to or better than the quality required as set forth in the Minimum Specification Quality Required section of the Schedule of Supplies as evidenced by the Contractor's analytical test report identified with said shipment.
- (b) If, upon inspection, the Government determines (1) that any coal delivered hereunder is not reasonably free from slate, bone, sulfur balls, dirt, and other characteristic impurities, or extraneous foreign matter, or in the case of truck delivered coal, from excessive moisture or water, (2) that it is oxidized and/or weathered, or (3) that it is not of analytical quality equal to or better than the quality required as set forth in the Minimum Specification Quality Required section of the Schedule of Supplies as evidenced by the Contractor's analytical test report identified with said shipment, the Contracting Officer may reject the coal by prompt telephonic or telegraphic notice, confirmed in writing, to the Contractor.

All notices of rejection shall state the car numbers, or in the case of truck or barge delivery, the proper identifying data, containing the rejected coal and the specific reason or reasons for the rejection. Rejections made by other than the Contracting Officer, or those specifically designated in the contract to make rejections, shall be null and void.

- (c) If such notice specifies that the coal rejected is (1) not reasonably free from slate, bone, dirt, and other characteristic impurities or (2) oxidized or weathered, the Contractor may, by telegraphic notice not later than 48 hours after its receipt of the rejection notice, request the Government to sample and analyze the rejected coal. If the coal has been rejected because it is not reasonably free from slate, bone, dirt, and other characteristic impurities, the sample will be analyzed for the dry ash content. If the coal has been rejected because it is oxidized or weathered, the sample will be analyzed for its free swelling index. The collection and preparation of such samples shall be in accordance with the "Quality Assurance Procedures for Receipt of Coal Procured through DESC (DESCM 4185.1)," except that the rejected coal shall not be unloaded and the samples shall be taken from the tops of the cars, trucks, or barges. The Contractor may be present at the taking of such sample, but the absence of the Contractor shall not be grounds for setting aside the results of the analysis of the samples. The United States Department of Energy (DOE) or U.S. Army Petroleum Center (USAPC) shall make the analysis of each such sample, and such analysis shall be final and conclusive on the parties hereto. In the event that (1) the Contractor has not guaranteed the analysis, or has not represented that the coal will meet the free swelling index requirements of the Schedule, and the rejected coal is found to be equal to or better than the contract requirements, with respect to dry ash and/or the free swelling index, or (2) the Contractor has guaranteed the analysis and has represented the coal would meet the free swelling index required in the Schedule, and the rejected coal is found by such analysis to be equal to or better than the requirement of the guaranteed dry ash analysis, or equal to or better than the represented free swelling index, the Contracting Officer shall withdraw such notice of rejection and accept the previously rejected coal. If previously rejected coal is accepted pursuant to this paragraph (c), the Government shall pay any demurrage that has accrued with respect thereto, but the Government shall have no further liability to the Contractor whatsoever on account of such previous rejection. Previously rejected coal not acceptable under this paragraph (c), however, shall be deemed to be coal rejected under (b) above, and such rejection shall be effective as of the date of the original notification thereof; and in the event of such rejection, the Contractor shall promptly pay to the Government the sum of \$75 for each such analysis applicable thereto to cover the cost of making each such analysis.
- (d) If the notice of rejection under (b) above specifies that the coal is rejected because of excess extraneous foreign matter, or because of large sulfur balls, large slabs of rock or slate, or other material that cannot be reasonably crushed into a sample, or in the case of truck delivered coal, for excessive water or moisture, the Contractor shall promptly remove the coal so rejected from the premises at its own expense. The Contractor has the right to inspect all coal visually inspected and rejected because of excess foreign matter or water as described above.
- (e) In the event the coal is rejected pursuant to (b) above, the Contractor shall reimburse the Government for freight, if any, paid by the Government for the transportation of such rejected coal from the mine or mines to destination; and the Government, at its option, may exercise one or more of the following rights:
  - (1) Require the Contractor at the Contractor's expense to remove the rejected coal;
- (2) Require the Contractor at the Contractor's expense to replace the rejected coal with an equal quantity of coal which meets the requirements of this contract;
- (3) Accept the previously rejected substandard coal in which event the contract price shall be reduced in an amount to be agreed upon by the Contractor and the Contracting Officer. Reductions in price for acceptance of previously rejected substandard coal shall be recommended by and acceptable to the using service initiating the rejection. Price reductions purporting to be made or agreed to on behalf of the

E24 Cont' SP0600-01-R-0005

Government by anyone other than the Contracting Officer shall be null and void. When, because of low or no coal supply at an activity, it is necessary to accept previously rejected, substandard coal, failure to agree to the amount of the reduction shall be deemed a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause;

- (4) Notwithstanding any price reduction pursuant to (3) above, compensate the Government for acceptance of coal not of the kind or size specified, or not reasonably free from slate, bone, sulfur, dirt, or other impurities, or coal that is oxidized or weathered, the Government may sample and analyze the coal pursuant to the SAMPLING AND EVALUATION clause, and if the DOE or USAPC analysis established that the coal is not of the quality required by the analysis specified in the contract, the contract price reduced pursuant to (3) above shall be further reduced in the event the analysis is not guaranteed, in an amount to be determined pursuant to subparagraph (b)(3), of the SAMPLING AND EVALUATION clause;
- (5) Decline to accept additional coal from the mine or mines from which the unsatisfactory coal was shipped and authorize the Contractor in writing to supply coal from other mines producing coal of the quality required under the contract without any increase in the contract price or in the transportation charges to the Government; and/or
- (6) As provided in paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause, terminate the Contractor's right to proceed with performance of the contract and purchase coal elsewhere, in which event any excess costs occasioned thereby shall be charged to the account of the Contractor.
- (f) The Contractor shall bear any demurrage that may accrue on and after the date of notification of rejection pursuant to (b) above; provided, however, that the Government shall pay demurrage accruing subsequent to acceptance, pursuant to (e)(3) above, of previously rejected coal.
- (g) If upon visual inspection double-screened coal obviously exceeds the top size or obviously fails to meet the minimum bottom size, or if upon visual inspection single-screened coal obviously exceeds the top size specified, the Contracting Officer may reject the coal by prompt telegraphic or telephonic notice confirmed in writing to the Contractor. All notices of rejection shall state the car numbers containing the oversize and/or the undersize coal, the approximate size of the coal declared to be oversize, and/or undersize, and the approximate percentage of the oversize and/or undersize coal. Coal so rejected may be later accepted at an adjustment in price in accordance with (e)(3), (e)(5), and (f) of this clause.

(DESC 52.246-9FJ5)

### E25 SAMPLING AND EVALUATION (COAL) (DES C APR 1997)

- (a) All coal may be regularly and continuously sampled, or only part or parts thereof may be sampled, as the Government may elect; and in the latter event, the analysis of a sample or samples shall be used as representing only the actual tonnage sampled. The collecting and preparing of samples shall be in accordance with "Quality Assurance Procedures for Receipt of Coal Procured through DESC (DESCM 4185.1)" or any revision thereof. The Contractor may be present at the taking of samples, but the Government shall be under no obligation to notify the Contractor to be present. The U.S. Army Petroleum Center (USAPC) shall make the analysis of each sample, and such USAPC analysis shall be final and conclusive on the parties hereto with respect to the actual tonnage sampled.
- (b) If the Contractor has not met its guaranteed analysis on two or more deliveries, or deliveries aggregating 10 percent or more of the item quantity are found by sample analysis to be in any way inferior to contract requirements, the Government may, at its option, exercise one or more of the following rights:
- (1) Decline to accept additional coal from the mine or mines from which the coal was shipped and authorize the Contractor in writing to supply coal from other mines producing coal of the quality required under the contract without any increase in the contract price or transportation charges to the Government;
- (2) As provided in paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause, terminate the Contractor's right to proceed with performance of the contract and purchase coal elsewhere, in which event the Contractor shall be liable to the Government for any excess cost occasioned thereby; or
- (3) Require the Contractor, with respect to all deliveries of such substandard coal, to credit or repay to the Government such portion of the contract price as the Contracting Officer determines to be equitable in the circumstances; subject, however, to the Contractor's right to appeal from such determination pursuant to the Disputes clause.
- (c) If the Contractor has guaranteed the analysis and the USAPC analysis determines that any coal delivered under the contract does not meet the requirements of the guaranteed analysis, the Government may exercise its rights under subparagraph (b)(1) or (b)(2) of this clause, regardless of the amount of coal determined to be substandard. Whether or not such action is taken, if the "computed total value" of the coal delivered over the life of the contract, as determined by evaluating individual USAPC analysis reports as provided below, is less than the "computed total value" of the coal as determined by evaluating the guaranteed analysis, the Contractor shall promptly pay to the Government, by way of liquidated damages, an amount to be determined as follows:
- (1) The Contractor's guaranteed analysis shown in the contract, and the individual USAPC analysis reports covering shipments made on the contract shall be evaluated to determine the "As Received BTU per one cent at destination" in accordance with the following formula: The percentage arrived at by subtracting the percent of moisture from 100% shall be multiplied by the product of the dry BTU per pound times

E25 Cont' SP0600-01-R-0005

2,000, the product of this multiplication shall be used as a numerator to be divided by the sum of the delivered cost per ton to the Government expressed in cents. The delivered cost shall be the cost in effect on the date the contract was awarded and shall be used throughout the life of the contract. To determine the "computed total value" of the coal delivered over the life of the contract, each applicable USAPC analysis report will be evaluated in accordance with the above formula using the moisture, the dry BTU per pound, in the USAPC analysis of the samples of such coal. To determine the "computed total value" of the coal guaranteed by the Contractor's analysis, the moisture, dry BTU per pound guaranteed by the Contractor, will be used in applying the above formula.

- (2) The cost per net ton delivered at destination (price f.o.b. mine, plus transportation charges or price delivered to destination with all transportation charges paid by the Contractor) shall be multiplied by the ratio of the "As Received BTU per one cent at destination" of the coal actually delivered (determined by evaluation of USAPC analysis reports) to the "As Received BTU per one cent at destination" of coal required by the guaranteed analysis (determined by evaluation of Contractor's guarantee).
- (3) If this product is less than the cost per ton delivered at destination, it shall be subtracted from the cost per ton delivered at destination.
- (4) If this product is more than the cost per ton delivered at destination the cost per ton delivered at destination shall be subtracted from the product.
- (5) If the product is less, as in (3) above, the difference shall be multiplied by the number of tons represented by the analysis report and this product carried as a debit against the contract until the contract has been completed and a final adjustment made, except as provided in subparagraphs (d)(1) and (d)(2) of this clause.
- (6) If the product is more, as in (4) above, the difference shall be multiplied by the number of tons represented by the analysis report and this product carried as a credit to the contract until the contract has been completed and final adjustment made, except as provided in subparagraph (d)(1) of this clause.
- (7) After deliveries under the contract have been completed, and except as provided in subparagraphs (d)(1) and (d)(2) of this clause, the final adjustment shall be made as follows: The total credits shall be subtracted from the total debits, and the Contractor shall promptly remit the difference to the Government as a price reduction by way of liquidated damages. However, if the total credits exceed the total debits, the contract price will not be increased on account of such credits.

Example: (Contract Guarantee)

Evaluation of analysis guaranteed by Contractor

Contract price per net ton delivered f.o.b. cars at mine \$38.00
Freight per ton to destination \$\frac{13.50}{51.50}
Delivered cost \$51.50
Moisture guaranteed by Contractor 5%
Dry BTU per pound guaranteed by Contractor 14,100

"As Received BTU per one cent at destination" of coal required by the guaranteed analysis

### =(100%-5%)X14,100X2000

5150

26,790,000

= 5150

=5202

a. (Where contract is debited)

Evaluation of USAPC analysis of coal actually delivered.

Moisture reported in USAPC analysis 6.0%

Dry BTU per pound reported in

USAPC analysis 13,900

"As Received BTU per one cent at destination" of coal actually delivered

#### =(100%-6.0%)X13,900 (ROUNDED\*) X2000

5150

= 26,132,000

5150

=5074 (ROUNDED\*)

Ratio of "As Received BTU per one cent at destination" of coal actually delivered to "As Received BTU per one cent at destination" of coal required by evaluation of Contractor's guarantee analysis (calculated to the fourth decimal place only)

```
<u>=5074</u>
```

5202

=0.9754 (Ratio) (See para. (d)(ii))

Cost per net ton delivered at destination multiplied by the ratio stated above

=\$51.50X0.9754

E25 Cont.' SP0600-01-R-0005

=\$50.23 per net ton Price (debit) per net ton =\$51.50-\$50.23

=\$1.27 per net ton

Debits or credits to contract pending final adjustment upon completion

=Number of tons represented by analysis report

Adjusted amount per net ton

\$ 1.27

=900X\$1.27 =\$1.143.00

=Amount debited to contract

b. (Where contract is credited)

Evaluation of USAPC analysis of coal actually delivered

Moisture reported in USAPC analysis

2.0%

Dry BTU per pound reported in USAPC analysis

14,590

"As Received BTU per one cent at destination" of coal actually delivered

=(100%-2.0%)X14,590 (ROUNDED\*)X2000

5150

=28,596,000

5150

=5553 (ROUNDED\*)

Ratio of "As Received BTU per one cent at destination" of coal actually delivered to "As Received BTU per one cent at destination" of coal required by evaluation of Contractor's guaranteed analysis (calculated to the fourth decimal place only).

= 5553

5202

=1.0675 (Ratio)

Cost per net ton delivered at destination multiplied by the ratio stated above

=\$51.50X1.0675

=\$54.98 per net ton

Price (credit) per net ton

=\$54.98-51.50

=\$3.48 per net ton

Debits or credits to contract pending final adjustment upon completion

=Number of tons represented by analysis report

accordance with the formula cited in paragraphs (c), (c)(1), (c)(2), and (c)(3) of this clause.

453.95

Adjusted amount per net ton

\$ 3.48

=453.95X\$3.48

=\$1,579.75

=Amount credited to contract

.50 and above, Round to the next higher figure

- (d) (1) In the event that the evaluation of any individual USAPC report reflects that the ratio (calculated to the fourth decimal place) of "As Received BTU per one cent at destination" of coal actually delivered to the "As Received BTU per one cent at destination" required by the Contractor's guarantee is within the range 0.9850 to 1.0150 inclusive, debits or credits covering the individual reports will not be considered in the final adjustment upon completion of the contract, and the coal covered by such analysis reports shall be paid for at the contract price.
- (2) In the event that the evaluation of any individual USAPC report reflects that the ratio (calculated to the fourth decimal place) of "As Received BTU per one cent at destination" required by the Contractor's guarantee is 0.9500 or less, debits covering the individual reports will not be considered in the final adjustment upon completion of the contract, and the price per net ton of coal covered by such analysis report shall be immediately reduced by way of liquidated damages in an amount determined in

(DESC 52.246-9FL5)

<sup>\*.49</sup> and below, figure stays the same

#### SOURCE INSPECTION OF BULK DELIVERIES (COAL) (DESC JUN 1999) E26.01

- SP0600-01-R-0005
- (a) The activity assigned coal procurement inspection responsibility for the geographical area wherein the point of bulk shipment (loading) is located is responsible for assuring compliance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (b) The following information will be dispatched by the Contractor so as to be available to the Government inspection activity for the shipping point 7 days prior to the date of shipment, unless other arrangements are made between the inspection activity and the Contractor, and that agreement is in writing:
  - (1) Contract number and item number;
  - (2) Date shipment is to be made;
  - (3) Name and location of preparation plant or tipple from which shipment is to be made;
  - (4) Identity of the consignee; and
  - (5) Quantity to be shipped.
  - (c) The office responsible for inspection, on behalf of the Government, shall be as follows:

SOURCE OF PRODUCT

INSPECTION OFFICE

AND/OR SHIPPING POINT ITEM(S)

NOTE: The Government will designate the applicable inspection office on resultant award documents. If coal is shipped via multiple conveyances, the primary inspection office shall be where the tipple is located and the coal initially loaded. The primary inspection office shall request support for surveillance from the cognizant inspection office where any transloading is done. Copies of the request and the name/address/phone number/fax numbers of the inspection representative(s) assigned shall be provided to the Contract Administrator. (DESC 52.246-9FD1)

#### E33.03 CONSIDERATION FOR EXCESS SULFUR AND ASH (COAL) (DESC JUL 1999)

In addition to those rights provided under the SAMPLING AND EVALUATION clause, the Government will take the following actions if coal delivered under this contract has not met the Minimum Specification Quality Required for sulfur and ash, based on U.S. Army Petroleum Center Analysis Reports:

(a) Assess damages against the Contractor based upon the unit price of the coal as follows:

For each 0.10 percent (one-tenth of one percent) that the sulfur content exceeds the Minimum Specification Quality Required, (DESC Form 6.37-S), the unit price of the coal, for the quantity represented by the analysis report, shall be decreased \$0.50 (fifty cents) per ton. The amount of these damages will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of damages so determined.

(b) Assess damages against the Contractor based upon the unit price of the coal as follows:

For each 1.0 percent (one percent) that the ash content exceeds the Minimum Specification Quality Required (DESC Form 6.37-S), the unit price of the coal, for the quantity represented by the analysis report, shall be decreased \$0.25

(twenty-five cents) per ton. The amount of these damages will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of damages so determined. The ash penalty shall be assessed only when the delivered ash content of the coal exceeds the minimum specification quality required for ash by a full percent. Thereafter, penalties will be assessed for each fraction of a percent.

# **EXAMPLES:**

ASH SPECIFICATION	<u>DELIVERED ASH</u>	<u>PENALTY</u>
6.0	6.5	NONE
6.0	7.0	\$.25
6.0	7.5	\$.38

(c) Require the Contractor to pay to the Government any penalties or fines imposed upon any using activity by any Federal, State, or local authority, arising out of the delivery of coal containing sulfur in excess of the Minimum Specification Quality Required, or arising out of the delivery of coal with an ash content in excess of the Minimum

Specification Quality Required. The amount of these penalties or fines will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of such penalties or fines.

- (d) (1) FOR ALASKA. The Minimum Specification Quality Required for as received sulfur and ash shall be used to calculate damages on a weighted monthly average basis, consolidated quarterly and concurrently, with debit and credit calculation for heat value applied in accordance with the SAMPLING AND EVALUATION (COAL) (ALASKA) clause.
- (2) ALL OTHERS. The Minimum Specification Quality Required for dry sulfur and ash shall be used to calculate damages on a per shipment basis.

(DESC 52.246-9FR5)

#### SP0600-01-R-0005

- (a) Coal shall not be furnished from mines or tipples other than those stated on DESC Form 6.37A (Award Continuation Sheet) for each installation or any modification thereto. Coal shipped from any other source may be rejected by the Government and the contract may be terminated pursuant to paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of the contract.
- (b) Notwithstanding the above, the Government reserves the right to accept or deny the Contractor's written request to furnish coal from mines or tipples in addition to those shown in the contract award Schedule. When additional mines or tipples are added to the Schedule by the Government at the written request of the Contractor, the Government reserves the right to require consideration in the form of a price reduction.

  (DESC 52.246-9F60)

#### E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.
- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.
- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
  - (1) Consideration commensurate with the extent of nonconforming supplies; and
  - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

## E40 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(DFARS 252.246-7000)

# F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:

(2) Rate for detention beyond free time:

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS**. Detention costs <u>do not</u> apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

#### F17.04 CONDITIONS OF RAIL DELIVERIES (COAL) (DESC JUN 1999)

When the Schedule calls for delivery by railcar, the following conditions shall apply:

- (a) Each shipment from a single loading point shall be considered as one bulk lot as defined under the QUALITY PROVISIONS clause and shall be represented by one gross sample if the lot is no greater in quantity than 1,000 tons.
- (b) The gross sample shall be collected from the entire lot, prepared for analysis and tested to determine chemical and physical properties in accordance with the QUALITY PROVISIONS clause. The analytical report and DD Form 250 shall reference the lot number it represents.
- (c) The analytical test report and DD Form 250 pursuant to the CONTRACTOR INSPECTION RESPONSIBILITIES clause shall be forwarded to the destination by facsimile or First Class U.S. Mail to arrive prior to or concurrent with arrival of the shipment.
- (d) No shipment will be made of coal that does not conform to the minimum specification quality that was advertised as required by the activity unless the Contracting Officer (CO) grants permission to ship.
- (e) Permission to ship will be requested by the Contractor or its authorized representative, and, in the event the CO grants such permission, the DD Form 250 will be annotated with the following statement in Block 23:

"Test results at source indicate their shipment of \_\_\_\_\_\_ cars does not meet minimum Specification Quality Required: e.g., Ash \_\_\_\_\_% in lieu of Spec. Limit of \_\_\_\_\_\_%. DESC (CO) grants permission to ship subject to the rights reserved by the Government under this contract. Reference telecon CO/DESC-BQ on \_\_\_\_\_\_ (date)." The Contractor will not submit an invoice for any shipment that does not conform to the minimum specification until a modification is executed by the CO.

- (f) The receiving activity will inspect each shipment in accordance with the DESTINATION INSPECTION AND ACCEPTANCE clause. Each shipment may be sampled and tested in accordance with the SAMPLING AND EVALUATION clause.
- (g) Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant changes must also be addressed in writing.

(DESC 52.242-9FH5)

# F17.05 CONDITIONS OF TRUCK DELIVERIES (COAL) (DESC JUN 1999)

When the schedule calls for delivery by truck, the following conditions shall apply:

- (a) Each day's loading and shipping from a single loading point shall be from one or more bulk lots as defined under the QUALITY PROVISIONS clause. Each bulk lot shall be no greater in quantity than 1,000 tons, assigned a lot number, segregated, and isolated and be represented by one gross sample.
- (b) The gross sample shall be collected from the entire lot, prepared for analysis and tested to determine chemical and physical properties in accordance with the QUALITY PROVISIONS clause. The analytical test report shall reference the lot number it represents.
- (c) The analytical test report and DD Form 250, pursuant to the CONTRACTOR INSPECTION RESPONSIBILITIES clause, shall be forwarded to the destination by facsimile or First Class U.S. Mail prior to or concurrent with the arrival of the truck(s) at the destination.
- (d) No shipment will be loaded or shipped from lots that do not conform to the <u>minimum specification quality required</u> unless the Contracting Officer (CO) grants permission to ship.

F17.05 Co	sP0600-01-R-0005
	(e) Permission to ship will be requested by the Contractor or its authorized representative, and, in the event the CO grants such
permission	the DD Form 250 will be annotated with the following statement:
	"Test results at source indicate this shipment of trucks does not meet minimum Specification Quality Required: e.g.,
	_% in lieu of Spec. Limit of%. DESC (CO) grants permission to ship subject to the rights reserved by the Government under
this contrac	. Reference telecon CO/DESC-QE on(date)."
A CCEDTA	(f) The receiving activity at the destination will inspect each truck in accordance with the DESTINATION INSPECTION AND
ACCEPTA	NCE clause. Each shipment may be sampled and tested in accordance with the SAMPLING AND EVALUATION clause.  (g) Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule
to the Con	act Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant
	st also be addressed in writing.
changes in	(DESC 52.242-9FJ1)
	(2230 82.2.2 )
F17.06	CONDITIONS FOR DELIVERIES BY MULTIPLE CONVEYANCES (COAL) (DESC JUN 1999)
	When the Schedule calls for delivery by barge/truck or barge/railcar shipments, or is proposed by the Contractor, the following
conditions	hall apply:
	11.7
	(a) Sampling will be performed at the closest feasible site prior to delivery to the customer, agreed upon during negotiations.
	(b) Product shall be represented by a gross sample. A gross sample shall be considered one bulk lot as defined under the QUALITY
PROVISIO	NS clause.
	(1) The coal will be sampled in accordance with ASTM D 2234. Increment collection will be Condition A (Stopped-belt cut) or
Condition	(Full-stream cut).
	(2) The number of increments will be in accordance with Table 2 of ASTM D 2234 for lot size up to and including 1,000 tons.
	(3) For lot size of over 1,000 tons, the number of increments, as stated in Table 2, will be increased as follows:
	N2 = N1  V  lot size tons
	1,000 tons
	where: N1 = number of increments specified in Table 2
	N2 = number of increments required
For examp	e, a 1500-ton lot will require a minimum of 43 increments of 6 lbs. minimum weight each and be systematically collected from the entire
lot.	
	(c) The gross sample will be prepared for analysis and tested to determine chemical and physical properties in accordance with the
QUALITY	PROVISIONS clause.
	(d) Each barge load will be assigned a shipment number to be referenced on the analytical test report and the DD Form 250.
	(e) The analytical test report and DD Form 250, pursuant to the CONTRACTOR INSPECTION RESPONSIBILITIES clause, shall be
forwarded	the destination by facsimile or First Class U.S. Mail prior to or concurrent with the arrival of the shipment at destination.
0.00	(f) No ship ments will be made of coal that does not conform to the minimum specification quality required unless the Contracting
Officer (C	grants permission to ship.
	(g) Permission to ship will be requested by the Contractor or his authorized representative, and, in the event the CO grants such
permission	the DD Form 250 will be annotated with the following statement:
A -1-	"Test results at source indicate this barge shipment number does not meet Minimum Specification Required: e.g.,
	_% in lieu of Spec. Limit of%. DESC (CO) grants permission to ship subject to the rights reserved by the Government under
unis contrac	Reference telecon CO/DESC-QE on (date)."
be loaded.	(h) All barge loads will be held in a segregated stockpile at the barge company's coal dock or other facility from which the trucks will
oc maucu.	(i) The SHIPMENT AND ROUTING clause, paragraph (f), will prevail for each truckload delivered from the stockpile.
	(j) The WEIGHTS AND UNIT OF PURCHASE clause, paragraph (c), shall govern quantities delivered to the destination.
	(k) The receiving activity at the destination will inspect each truck in accordance with the DESTINATION INSPECTION AND
ACCEPTA	NCE clause. Each shipment may be sampled and tested in accordance with the SAMPLING AND EVALUATION clause.
	r

(1) Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to

the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant

changes must also be addressed in writing.

#### F17.07 CONDITIONS FOR DELIVERY - FLEXI-TRANSPORTATION (RAIL/TRUCK) (COAL) (DESC AUG 1996)

Within five days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator. If the Contractor receives information from the railroad that railcars will not be available at the required time due to excusable delays as defined in paragraph (f) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, the Contractor will request a modification to the order to utilize truck deliveries. The maximum amount that can be shipped via truck is listed in the Schedule.

(DESC 52.242-9FK1)

#### F18 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with as sistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
  - (b) The Contractor shall-
    - (1) (i) Pack and mark the shipment to comply with contract specifications; or
      - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
    - (2) Prepare and distribute commercial bills of lading;
    - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
  - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
  - (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

# F21 CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery Schedule or date, it shall immediately notify the Contracting Officer, in writing, giving pertinent details; PROVIDED, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery Schedule or date or of any rights or remedies provided by law or under this contract. (DESC 52.242-9FM1)

# F62 SHIPMENT AND ROUTING (COAL) (DESC JUN 1999)

- (a) Upon receipt of a delivery order, the Contractor shall immediately proceed to make shipment, in the quantity stated, to the installation specified, at the rate of delivery required, and by the method specified in the Schedule. This does not affect the Contractor's obligations concerning quality inspection by the Government Quality Representative. Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant changes must also be addressed in writing.
- (b) If the coal is to be delivered f.o.b. railroad cars at the mine, the Contractor shall ship the coal under commercial shipping documents.
- (1) When shipped under commercial bills of lading, such bills of lading shall be marked "Government Property, Collect" and shall be mailed promptly to the consignee for conversion to Government bills of lading at destination.
- (2) When shipped under commercial documents other than commercial bills of lading, such documents shall be marked "Government Property, Collect." The carrier's destination freight bills will be converted to Government bills of lading at destination.
- (3) Routing instructions for f.o.b. origin contracts will be furnished to the Contractor by the Alternative Fuels Directorate of the Defense Energy Support Center.
- (c) If the delivery schedule should require shipment by the Contractor prior to his receipt of routing instructions as outlined in (b) above, the Contractor shall immediately proceed with shipments via the cheapest and most direct route to the receiving activity at the railhead and by the delivering railroad designated in the contract or in the preliminary wire or letter notice of award.

F62 Cont' SP0600-01-R-0005

(d) The Contractor shall indicate on all shipping documents and notices of shipments all names, locations, and shipping points of the mines and the seam (or blends of mines and/or seams) from which the coal originates, the contract number, the quantity, and the exact size of the coal shipped. For example, if the coal shipped has a size of 1 1/4" x 1/4", then this size is to be shown on all shipping documents.

(e) In addition, with all truck deliveries, regardless of point of weighing, the Contractor shall furnish a statement setting forth the name and location of the mine and the seam (or blends of mines and/or seams) from which the coal was shipped. The Contractor shall also furnish each truck with written instructions listing the procedures for delivery, including hours of operation and the delivery limitations.

(DESC 52.247-9FM5)

# F73.02 DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)

- (a) DUST SUPPRESSION refers to the preparation of coal using a process or medium to achieve effective dust control. FREEZE CONDITIONING is a process to reduce coal from freezing together or to a conveyance, which would restrict the product flow.
- (b) When called for under the Schedule, coal will be treated for dust suppression and/or freeze conditioning using a nonpetroleum-based medium process that permits a total uniform application. The medium used will be one that is available commercially and normally used for such purposes, subject to review by DESC. Application of the medium will be per manufacturer's direction, subject to modification by DESC, and will be accomplished immediately prior to loading into a conveyance or stockpiling. However, when multiple transfers or transportation modes occur during shipment, treatment will take place immediately prior to stockpiling or loading at the specified shipping point.
- (c) When both dust suppression and freeze conditioning are called for in the Schedule, the process used must satisfy both requirements, subject to review by DESC.
- (d) The Contractor certifies that the treatment medium and/or process is in compliance with all Federal, State, and local EPA requirements, both at the treatment location and at the using activity.
  - (e) The offeror shall submit the following information with the offer:

    (1) The name and address of the manufacturer of the treatment medium:

    (2) The product brand name:

    (3) Chemical nomenclature (in addition, provide product's technical data package, if applicable):

(4) Product's Material Safety Data Sheet.

Failure to submit this information with the offer may render it nonresponsible.

(f) The Contractor shall notify the Contracting Officer if the manufacturer of the treatment medium and/or process is changed.

(DESC 52.211-9F50)

# F104 VARIATION IN QUANTITY (COAL) (DESC NOV 1991) (DEVIATION)

- (a) The Government will not accept any variation from the quantity specified <u>in a particular order</u> under any item of the Schedule except to the extent of that quantity required to fill the car or truck that is the last car or truck necessary to complete the contract or order.
- (b) If coal is delivered in excess of the variations in quantity specified in (a) above, the Contractor shall remove such over-shipment at its own expense.

(DESC 52.211-9FG5)

Unless otherwise stated in the Schedule, the unit of purchase shall be the net ton of 2,000 pounds. Payment hereunder shall be on the basis of weight determined as follows:

- (a) (1) **FOR ALASKA.** The railroad scale weights at the usual point of weighing will govern payment except when belt scales are available at destination. When belt scales are available at destination, belt scale weight shall be used for payment.
- (2) **ALL OTHERS.** Regardless of the delivery point, if the coal is transported to destination by rail, the railroad scale weights at the usual point of weighing will govern payment except when statutes or regulations require that shipments be reweighed at destination in which event the weight so determined shall govern.
- (b) Regardless of the delivery point, if the coal is transported part way to destination by vessel or barge, the weights furnished by the railroad at the loading pier will be the basis on which payment shall be made.
- (c) Regardless of the delivery point, if the coal is transported to destination by truck and the Government has adequate scales at the destination, each truckload will be weighed by the Government at the destination. In the event the coal is weighed at destination, the Government shall furnish the Contractor with a certificate showing the gross, tare, and net weight of each truckload. Whether or not adequate scales are available at the destination, the Contractor shall furnish the Government with a certified licensed weighmaster's certificate of weight for each truckload. In the latter instance, the coal shall be weighed on the scales nearest the destination which are operated by, or under the jurisdiction of, a certified weighmaster. Invoices submitted for payment shall be calculated by using the Contractor's adjusted net weight or the Government's net weight, whichever is less.
- (d) If washed coal is to be delivered f.o.b. cars at the mine, the Contractor shall notify the scale agents when the cars are forwarded to the scales for weighing and waybilling as to which cars contain wet coal in order to assure that the Government will receive tariff deductions. This shall apply only where tariffs provide for weight allowances on washed coal.
- (e) Weights of coal purchased under conditions not covered by the foregoing shall be determined by agreement between the Contracting Officer and the Contractor, based on prevailing commercial practice.

(DESC 52.247-9FL1)

#### F108 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(FAR 52.211-17)

#### SP0600-01-R-0005

# G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

#### G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

Chec	k F	Rem	itta	nc	e A	Add	res	ss:																						
						L				L				L		Ш					L			L					l	
																Ш					L								L	
																Ш													l	
				Ш		L				L	L	L		L		Ш		L	L		L	L		L						
		(	(c)	Na	ırra	ıtiv	e Iı	nfo	rm	atio	on	(sp	eci		OO inst			·L·L	ъ.	, 00	СH	Аŀ	ĊΑ	J 1 1	LK	.51	Lı	V L	111	E)
		(	(c)	Na 	arra	ıtiv 	e Iı	nfo 	orm 	atio	on 	(sp	eci				ns).				∪H 	<u> </u>	_ <u> </u> _	_ <b>I</b> ]						<u>_</u>
			(c)	Na 	nrra	ntiv	e I	nfo	orm	atio	on 	(sp	eci								∪н 	_ <u> </u>								
			(c)	Na 	hrra	utiv	e Ii	nfo	orm	atio	on 	(sp	eci																	
			(c)	Na 	nrra	utiv	e Ii	nfo	orm	atio	on 	(sp	eci												_ _ _ _					

(DESC 52.232-9F55)

# G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

#### (a) METHOD OF PAYMENT.

- (1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.
  - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
    - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210
- (d) **SUSPENSION OF PAYMENT**. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt

payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

#### (f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.
- (g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall by paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.
- (i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.
- (j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall m ail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

#### I1.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>
FAR/DFARS: <a href="http://www-far.npr.gov">http://www-far.npr.gov</a>

DLAD: http://www.procregs.hq.dla.mil/icps.htm

(FAR 52.252-2)

#### 11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

- (a) **DEFINITIONS.** As used in this clause-
- (1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.
- (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) **Data Universal Numbering System** + **4** (**DUNS**+**4**) **number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

  (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at http://www.ccr2000.com.

(DFARS 252.204-7004)

### 12.05 CHANGES - FIXED-PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (2) Method of shipment or packing.
  - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
  - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

I2.05 Cont' SP0600-01-R-0005

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

#### 111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action,** as used herein, means the termination for cause, including any associated reprocurement effort, involving-
  - (1) Any single order or any group of orders terminated together;
    - (2) Any item or group of items terminated together; or
    - (3) The entire contract.

(DESC 52.249-9F20)

# III.01-3 EXCESS REPROCUREMENT COST CALCULATION FOR CAUSE TERMINATIONS (COAL) (DESC APR 1997)

Offers for coal delivery orders or line items, procured as a result of a termination for cause, will be evaluated in accordance with the EVALUATION OF OFFERS (COAL) clause. The defaulted Contractor will pay any excess reprocurement costs, in addition to any administrative cost of default. The excess reprocurement costs will be calculated based on the following formula:

(DESC 52.249-9F25)

#### I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

## I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
  - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
  - (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
    - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

#### 128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

SP0600-01-R-0005

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
  - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

#### **I33 INTEREST (JUN 1996)**

- (a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (b) Amounts shall be due at the earliest of the following dates:
    - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
  - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract. (FAR 52.232-17)

#### I84 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the

ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

I84 Cont' SP0600-01-R-0005

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after May 31, 2002.

(FAR 52.216-21)

#### **I84.01** REQUIREMENTS (ALT III) (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.
  - (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after May 31, 2002.

(FAR 52.216-21/ALT III)

#### 186.02 DELIVERY-ORDER LIMITATIONS (COAL) (DESC JUN 1999)

- (a) **MINIMUM ORDER**. When the Government requires supplies or services covered by this contract in an amount of less than a car load if by rail, or a truck load if by truck, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) **MAXIMUM ORDER**. The Contractor is not obligated to honor any order for a single item in excess of (see Schedule) net tons per month.
- (c) Since this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.
- (d) Notwithstanding (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in (b) above, unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 1171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

#### SP0600-01-R-0005

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, **I171.07 Cont'**

after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.
  - (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

#### I209.12 EXTENSION PROVISIONS (COAL) (DESC MAY 1996)

- (a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than three months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.
- (b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.
- (c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F25)

# 1209.13 OPTION TO INCREASE QUANTITY (COAL) (DESC JUN 1996)

The Ordering Officer, by written notice to the Contractor, may increase the quantity of supplies called for herein by an amount not to exceed 10 percent at any time during the specified ordering period.

(DESC 52.217-9F55)

#### **I211 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>May 01, 2001</u> through <u>April 30, 2002</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

#### 1236 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

SP0600-01-R-0005

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

#### (b) GENERAL.

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
  - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) **AGREEMENT.** A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-6)

# 1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

#### (b) EVALUATION PREFERENCE.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
  - (ii) Otherwise successful offers from small business concerns;
  - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) **WAIVER OF EVALUATION PREFERENCE**. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
  - [ ] Offer elects to waive the evaluation preference.
  - (d) AGREEMENT. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts. (FAR 52.219-4)

AUT	THORIZATION AND MINE DESCI	RIPTION FOR SOLICITATION N	JMBER: <b>SP0600-01-R-0005</b>						
	(Submit one completed form for		· · · · · · · · · · · · · · · · · · ·						
1.		E FOLLOWING COMPANY TO SE	ELL COAL FROM THE MINE						
	DESCRIBED BELOW TO THE DEFENSE FUEL SUPPLY CENTER UNDER THE ABOVE								
	SOLICITATION NUMBER.								
2. I	2. I HEREBY AGREE TO FURNISH								
	(INSERT NO. OF TONS AND SIZE), MEETING OR EXCEEDING THE MINIMUM								
S	SPECIFICATIONS FOR ITEM(S) TO:  COMPANY NAME AND ADDRESS:								
	(Insert name of comp	any, Agent, Broker, or Individual	authorized to sell						
	your coal to DFSC)								
3. N			MIT NUMBER						
		ames, if known) (May be continued							
	LOCATION	COUNTY	STATE						
	SEAM NAME	SEAM NUMBER	TYPE						
	ep, Slope, Strip,		<b>21</b> 2						
N	MINE BUSINESS SIZE: ( ) Large B		Shaft, Auger)						
	( ) Small Bı	usiness (Less than 500 employees)	(Reference clause L2.05(a))						
4.	TIPPLE NAME	STATE PE	RMIT NUMBER						
	(Insert current and previous na	ames, if known)							
	-								
	LOCATION	COUNTY	STATE						
5.	SHIPPING POINT	CAR SID	ING CAPACITY						
٠.	LOCATION	RAILROAD	D(S)						
6 D									
0. K	EMARKS:								
7.	OPERATING COMPANY: _								
	(Insert name of the company v	which is operating the MINE descr	ribed above)						
	ADDRESS:								
8									
N.	AME AND TITLE OF AUTHORIZE	ED OFFICIAL OF OPERATING CO	OMPANY (Type or Print)						
			DATE						
	IGNATURE OF AUTHORIZED OF		NY						
Tl	ELEPHONE NUMBER								

Revised DFSC 4.23, SEPT 96 (Supersedes DFSC 4.23 MAY 84)

ATTACHMENT 2	SP0600-01-R-0005
--------------	------------------

# CONTRACTOR PERFORMANCE DATA SHEET

PLEASE COMPLETE THE INFORMATION CONTAINED ON THIS DATA SHEET FOR ALL CONTRACTS AND/OR SUBCONTRACTS PERFORMED DURING THE LAST 2 fill-in) years for the same or similar work required by the solicitation (in terms of scope, complexity, type of products, quantities, delivery modes, performance periods, delivery schedules, quality requirements, etc). The contracts submitted should have a minimum of one year performance history. These contracts may include efforts undertaken on behald of federal agencies, including those performed for non-dod activities, quasi-government organizations, state or local governments, and/or private industry.

THE INFORMATION PROVIDED IN THIS DATA SHEET WILL BE ISED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING QUALITY AND DELIVERY OBJECTIVES. THE RESULTS WILL BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSALS (RFP).

# **GENERAL INFORMATION**

Contractor Name and Ac			<b>Contractor Point of Contact</b>							
					Phone:		Fax:			
					Thone.		ı ux.			
CONTRACT INFORMATION										
Contract Number:			Cont	trac	t Type:					
Period of Performance:			Cont	trac	t Dollar Value:					
Place of Performance:			# of	Lin	e Items Serviced	:				
Contract Customer	DoD	Non- DoD			Quasi-Gov't		State or Local	Private Industry		
Customer Name and Add	dress:									
G	4 (N) (D) 4	DI		117	`					
Customer Points of Cont	act (Name, Title	e, Phoi	ne, and							
1.			۷.							
Phone:	Fax:		Phon	e.		Fax:				
<b>Brief Description of wor</b>	k/supplies furni	ished:								

ACHVIENT 3	
SMALL BUSINESS SUBCONTRACTING PLAN	
OFFEROR:	
	Solicitation No.: <u>SP0600-01-R-0005</u>
	NOTE: If a plant or division-wide Master Plan is
	<b>being</b> incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only. ð
	complete later (A thru I) and later voing.
(* = Continue on separate sheets if necessary.)	
(** = Is not applicable with commercial Plan.)	Date of Plan
	(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)
PART I SUBCONTRACTING GOALS:	Government Contract Nummistration Office are required.)
A. Total dollars planned to be subcontracted:	\$
B. Total dollars planned to be subcontracted to small business c C. Total dollars planned to be subcontracted to HUBZone small	
D. Total dollars planned to be subcontracted to medical disadvant	
•	\$
E. Total dollars planned to be subcontracted to women-owned s	
F. Percentage of total subcontracting dollars for the u	
G. Percentage of total subcontracting dollars for the U. H. Percentage of total subcontracting dollars for the use of small	
I. Percentage of total subcontracting dollars for the use of small.	
J. Principal types of supplies and services to be subcontracted:	The owner small businesses.
(Indicate types planned for subcontracting to (i) small business, (ii) HU	BZ one small business, (iii) small disadvantaged business concerns, and (iv)
women-owned small business concerns.) (*)  K. Describe method used to develop these goals (e.g., Based on	nrocurement history available resources atc )(*)
R. Describe method used to develop these goals (e.g., based on	procurement instory, available resources, etc.)( )
Y YY	X7 " X1 "
L. Were indirect costs included in establishing these goals?  If Yes, describe the method used to determine proportionate share of	Yes ÿ No ÿ indirect costs to be incurred with (1) small business concerns, (2) HUBZone
small business concerns, (3) small disadvantaged business conc	cerns, and (4) women-owned small business concerns: (*)
PART II – SUBCONTRACTING PROCEDURES:	
A. Name of the individual who will administer the offeror's su	theontracting program:
Include a brief description of this individual's duties:	become acting program.
SMALL BUSINESS SUBCONTI	RACTING PLAN (CONTINUED)
B.Describe methods used to identify potential sources for solici	tation purposes:
(indicate with an "X" those that apply)	, F F
Existing company source lists	OTHER:
SBA Procurement Marketing & Access Netw	ork (PRO-Net) usiness Concerns
National Minority Purchasing Council Vend	or Information Service
	on Division of Minority Business Development Agency
Smail, HUBZone small, small disadvantaged	l, and women-owned small business concerns trade associations
C. Describe methods used to assure small, HUBZone small, s	
concerns have an equitable opportunity to compete for sul	ocontracts: (*)
DESC-P Form 1, Apr 99 (supersedes the May 96 version) - Previ	ous editions are obsolete.

#### PART III - SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted: (Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)

- ÿ A. Contractor will assist small, HUB Zone small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- ÿ B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small, HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time.
- $\ddot{y}$  C. Contractor will provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and women-owned small business concerns in all "make or buy" decisions.
- $\ddot{y}$  D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women-owned small business firms.
- ÿ E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, HUBZone small, small disadvantaged, and women-owned small business concerns, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Contractor's Subcontracting Plan.
- ÿ F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- G. Contractor will cooperate in any studies or surveys as may be required.
- $\ddot{y}$  H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- ÿ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- ÿ J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295, as appropriate.
- ÿ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:
- ÿ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, HUBZone small, small disadvantaged, and women-owned small business concerns;
- ÿ 2. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or women-owned small business concerns;
  - 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate-
    - a. Whether small business concerns were solicited, and if not, why not;
    - b. Whether HUBZone small business concerns were solicited, and if not, why not;
    - c. Whether small disadvantaged business concerns were solicited, and if not, why not;
    - d. Whether women-owned small business concerns were solicited, and if not, why not; and
    - e. If applicable, the reason why award was not made to a small business concern;
- ÿ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
- ÿ 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and
- ÿ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. (\*\*)

PART IV			
OFFEROR'S SIGNATURE	Typed Nan	ne and Title	Date
PART V DETERMINATION OF ADEQUACY/AR	PPROVAL:		CONCURRENCE WITH DETERMINATION: (If nonconcurrence, see attached
Contracti	ng Officer	Date	rationale.)
Division Chief approval if no subcontracting of ÿ Approval 2 levels above CO if SDB Goal is ÿ Less than 5%		mined.	DESC-DU Date
Title/Signa	ture	Date	
DESC-P Form 1 Apr 99 (supersedes the May 9	6 version) – Previ	ous editions are obs	olete

AMENDMENT OF SOLICITATION/	1. <b>CON</b>	TRACT ID CO	DDE	PAGE OF	PAGES		
2. AMENDMENT/MODIFICATION NO.  0001	3. EFFECTIVE DATE  October 5,	4. REQUISITION/PURCHAS SCO600-0			5. PROJECT N	IO. (If applica	<u> </u>
6. ISSUED BY  Defense Energy Support Center  8725 John J Kingman Rd., Suite 4950  Buyer/Symbol: J.Brickhill/A. Mills/T. Jones  Phone: (703) 767-8524/8523/8522 Fax: (703  Email: jbrickhill@desc.dla.mil / amills@desc.dtljones@desc.dla.mil  Purchase Program: 5	SCO600 s/DESC-AC ) 767-8506 la.mil	7. ADMINISTERED BY (# o			CODE		
8. NAME AND ADDRESS OF CONTRACTOR ( NO., street, city, county	l	(✓)	9A. AMEND	MENT OF SOLIC	CITATION NO	).	
			X	SP06	00-01-R	-0005	
					(SEE ITEM 11) er 5. 200	0	
					ICATION OF CO		RDER NO.
				10B. <b>DATED</b>	(SEE ITEM 13)		
CODE 11 THIS ITEM O	FACILITY CODE	AMENDMENTS OF	SOLI	CITATIO	NC		
[X] The above numbered solicitation is amerextended [X] is not extended.  Offers must acknowledge receipt of this amendment methods: (a) By completing Items 8 and 15, and return offer submitted; or (c) by separate letter or telegram ACKNOWLEGMENT TO BE RECEIVED AT THE SPECIFIED MAY RESULT IN REJECTION OF YOU may be made by telegram or letter, provided each te opening hour and date specified.	prior to the hour and darning 2 copies of the which includes a refere PLACE DESIGNATEI JR OFFER. If by virtue	Item 14. The hour are the specified in the solicitate amendment; (b) By acknown to the solicitation and D FOR THE RECEIPT OF this amendment you design.	ation or owledgin amend F OFFE sire to cl	as amende as receipt of ment numb RS PRIOR hange an of	d for receip d, by one of this amendme ers. FAILUF TO THE HC fer already sul	the follow nt on each RE OF YO DUR AND bmitted, su	ving copy of the DUR DATE uch change
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLI		DIFICATIONS OF CO					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Sp						N ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD	•						FORTH
IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.1	03(b)					•	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INT	O PURSUANT TO AUTHORIT	Y OF:					
D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this docur	nent and return copies to t	he issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (C	rganized by UCF section	headings, including solicitation	on/contra	act subject n	natter where fe	easible.)	
<ul> <li>a. The purpose of this amendment is a</li> <li>1. The Total Estimated Quantity I</li> <li>183,700 net tons in lieu of 290,300</li> </ul>	isted in Block #4	_	07 is 0	corrected	d to read		
<ul><li>2. Attachment 4, Offeror Submissi is included in this amendment.</li><li>b. All other terms and conditions of so</li></ul>	on Package (OSP				lude page	e numb	ers and
Except as provided herein, all terms and conditions of the docume				_	full force and effe	ect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO DONNA M. FRA Contracting Office	NTRACT	ING OFFICER			
15B. CONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AMI				16C.DATE	E SIGNED
(Signature of person authorized to sign)							

# **INDEX**

		PAGE
	orms 6.37 – Schedule of Supplies	OP-2 through OP-29
	REGULATORY COMMERCIAL ITEM CLAUSES AND PROVISIONS	
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)	OP-30
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995	OP-36
	REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF OFFER	<u>ORS</u>
K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)	OP-37
K38	AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)	OP-37
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	OP-37
	INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	
L21.02	PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)	OP-38
	DELIVERIES OR PERFORMANCE	
F3	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)	OP-41
F73.02	DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)	OP-41
	<u>CONTRACT ADMINISTRATION</u>	
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	OP-42
1238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERN (JAN 1999)	S OP-43

ΑN	IENDMENT OF SOLICITATION	OF CONTRACT	1. <b>CO</b>	NTRACT ID CO	DDE	PAGE OF PAGES 2	
	ENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE			5. PROJECT N	O. (If applicable)
	DOO2 JED BY CODE	See Block 16c SCO600	SCO600-0  7. ADMINISTERED BY (# of			CODE	
	ense Energy Support Center	50000		nor train	iom o <sub>j</sub>	OODL	
	5 John J Kingman Rd., Suite 4950						
•	er/Symbol: J.Brickhill/A. Mills/T. Jone						
	ne: (703) 767-8524/8523/8522 Fax: (70 iil: <u>jbrickhill@desc.dla.mil</u> , <u>amills@desc.d</u>						
	es@desc.dla.mil Purchase Program:						
8. <b>NA</b>	ME AND ADDRESS OF CONTRACTOR ( NO., street,city,count	r,State,and ZIP Code)		(✓)	9A. AMEND	MENT OF SOLIC	ITATION NO.
					CDOC	00 01 D	0005
				X		<u>00-01-R-</u>	0005
						(SEE ITEM 11) er <b>5, 200</b> 0	)
							NTRACT/ORDER NO.
					10B. DATED	(SEE ITEM 13)	
CODE		FACILITY CODE					
			AMENDMENTS OF				•
	The above numbered solicitation is am	ended as set forth in	Item 14. The hour ar	nd dat	te specifie	d for receip	t of Offers [ <b>X</b> ]
	ctended [] is not extended. rs must acknowledge receipt of this amendmen	t prior to the hour and da	te specified in the solicita	ation o	r as amende	ed, by one of t	he following
	ods: (a) By completing Items 8 and 15, and ret	=	=			-	=
offer	submitted; or (c) by separate letter or telegram	which includes a referen	ce to the solicitation and	amend	lment numb	ers. FAILUR	E OF YOUR
	NOWLEGMENT TO BE RECEIVED AT THE CIFIED MAY RESULT IN REJECTION OF YO						
may	be made by telegram or letter, provided each to						
	ing hour and date specified.						
12. <b>AC</b>	COUNTING AND APPROPRIATION DATA (If required)  13. THIS ITEM APPL	ES ONLY TO MOD	IEICATIONS OF CO	MITD	ACTS/OF	DEDE	
			ER NO. AS DESCR			•	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (S						ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOI						
	IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.	103(b)					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED IN	O PURSUANT TO AUTHORITY	OF:				
	D. OTHER Specify type of modification and authority)						
E. IMP	ORTANT: Contractor [ ] is not, [ ] is required to sign this docu	ment and return copies to the	e issuing office.				
14. [	DESCRIPTION OF AMENDMENT/MODIFICATION (	Organized by UCF section h	eadings, including solicitation	on/conti	ract subject n	natter where fe	asible.)
4	The colinitation aloning data	ia hawahii aiitai	adad fuam Navia	b	a C . 90	00 04 9.	00
	The solicitation closing date stern Standard Time to Nove						
La	stern Standard Time <u>to</u> Nove	, and a second	5.00 p.m., Laste		Janua	iu iiiic	•
2.	Offerors are also advised tha	t included in tl	nis Amendment	is a	revise	d DESC	P Form 19.2
Inc	lividual Small Business Sub <mark>o</mark>	ontracting Pla	n, formerly DES	SC I	Form	1, Attac	hment 3 to
	icitation SP0600-01-R-0005.	(Submission of	the DESC Fori	m 19	).2 is re	quired o	of large
bus	siness concerns only).						
<b>3.</b> .	All other terms and condition	ns of solicitatio	n SP0600-01-R-	0005	5 remai	n uncha	nged.
	t as provided herein, all terms and conditions of the docum						J
	AME AND TITLE OF SIGNER (Type or print)	Circ Colored Court II Reills 3A 01 10	16A. NAME AND TITLE OF CO				
			DONNA M. FRA		_	(.) [.] (.) (.) (.)	
			Contracting Office	cer			
15B. <b>C</b>	ONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATES OF AME	RICA			16C.DATE SIGNED
(Signa	ture of person authorized to sign)	1				<u>.</u>	

# Offeror Submission Package

# SOLICITATION SP0600-01-R-0005

THE ENCLOSED SOLICITATION COVERS THE PERIOD 01 MAY 2001 THROUGH 30 APR 2002

		<u>00 / (( ) ( 2002</u>					
INSTRUCTIONS:							
1. The original and one copy of this certificati as your offer. All documents to be completed Submission Package (OSP):							
X Standard Form 1449							
X All applicable fill-in, new and revised	d clauses						
X DFSC Form 4.23, Authorization and M	line Description (Atta	chment 1)-					
X Contractor Past Performance Data Sh	eet (Attachment 2)						
X DFSC-P Form 1, Small Business and Subcontracting Plan (Attachment		usiness					
2. Please note: ITEMS 0003, 0004, 0006, 0007, AS UNRESTRICTED. ITEMS 0001, 0002, 0005 A SET-ASIDE.							
3. Be sure to check your offered prices on the legibility prior to submission. Initial all chang 1449 in ink.							
4. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offeror Submission Package (OSP) and follow with hard copy by mail.							
5. Please be sure to register in the Central Co award. DFAS 204.7300	ntracting Register (Co	CR) to be eligible for					

	RACT/ORDER FOR COMME PLETE BLOCKS 12, 17, 23, 24,		EMS		1. REQUISITION NUMBER SCO600-00-0676				PAGE <u>1</u> OF <u>74</u>		
2. CONTRACT NUMBER		4. ORDER NU	MBER		5. SOLIC	TATION NU	MBER		ITATION ISSUE OCTOBER 2000		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Joan M. Brickhill/Angela M. Jarvis	Iills/Treva	Jones/Ma	nry Ann	col	EPHONE NU lect calls) (70 24/8523/852	03) 767-	LOCAL TI	FFER DUE DATE/ ME: 3:00 PM vember 2000		
9. ISSUED BY  ATTN: DESC-AC  DEFENSE ENERGY SU	CODE  JPPORT CENTER	SC00	600	10. THI	S ACQUISI	TION IS	11. DELIVE FOB DESTINATI UNLESS		2. DISCOUNT TERMS		
8725 JOHN J. KINGM FT. BELVOIR, VA 22 BUYER/ SYMBOL: J. B T. JONES/M. JARVIS	060-6222	PP 5.2 THR	RU 5.6		RESTRICT		BLOCK IS N [X] SEE SCHEI				
PHONE: 703-767-8524/5 FAX: (703) 767-8506	8523/8522/8526				BUSINES ALL DISAD		13a. THIS C		RATED ORDER 00)		
SEE. DD FORM 1707, P ADDRESS TO SEND (	AGE 2, BLOCK 6, PARAGRA DFFERS.	.PH С, FOR	ł	[] 8(A)			13b. RATIN	NG			
				SIC: 50. SIZE ST	52 'ANDARD:	500		D OF SOLICIT.			
15. DELIVER TO SEE	CODE E SCHEDULE			16 . ADN CODE	MINISTER		BLOCK 9		SC0600		
17a. CONTRACTOR / BIDDE	R FACILITY/ CAGE			18a PA	VMENT W	ILL BE MAD	F RV				
OFFEROR CODE	CODE			CODE APPRO	OPRIAT		E WILL BE DER	CITED ON			
TELEPHONE NO. E-MAIL ADDRESS	FAX NO. DUNS NO.										
	CE IS DIFFERENT AND PUT SUCH A	ADDRESS IN O	FFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN BLOCK BELOW IS CHECKED  [] SEE ADDEN							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES SEE DFSC FORMS 6.37 - SCHE		STIDDI IEC		21. 22. QUANTITY UNIT		23. UNIT PRICE		24. AMOUNT		
	PAGES 2 THROU		OFFLIES	•							
25. ACCOUNTING AND APP									(For Govt. Use Only)		
ATTACHED.	ORPORATES BY REFERENCE FAR 52 HASE ORDER INCORPORATES BY RI	, -									
[X] 28. CONTRACTOR IS REGISSUING OFFICE. CONTRACTOR OTHERWISE IDENTIFIED	QUIRED TO SIGN THIS DOCUMENT A TOR AGREES TO FURNISH AND DEL D ABOVE AND ON ANY ADDITIONA ND CONDITIONS SPECIFIED HEREIT	AND RETURN LIVER ALL ITE L SHEETS SUI	1 COPIES T EMS SET FO	TO []20 ORTH DAT THE INC	9. AWARI FED LUDING A	OF CONTR YO NY ADDITI	ACT: REFEREN UR OFFER ON	NCE SOLICITATIO GES WHICH A	OFFER ON (BLOCK 5), ARE SET FORTH		
30a. SIGNATURE OF OFFERO				31a. UNITED	STATES C	F AMERICA	(SIGNATURE (	OF CONTRACT	TING OFFICER)		
30b. NAME AND TITLE OF SI	GNER (TYPE OR PRINT)	30c. DATE		31b. NAME (	F CONTR.	ACTING OFF	TCER (TYPE OF	R 31c. I	DATE SIGNED		
32a. QUANTITY IN COLUMN [] RECEIVED [] INSPECTE	[21 HAS BEEN D [] ACCEPTED, AND CONFORMS CONTRACT, EXCEPT AS NOTED		_	33. SHIP NUN		34. VOUC	HER NUMBER		OUNT VERIFIED ECT FOR		
32b. SIGNATURE OF AUTHORIZI	ED GOVT. REPRESENTATIVE	32c.	DATE	36. PAYMENT [] COMPLETE [] PARTIAL [] FIN					ECK NUMBER		
								BER 40. PAI	ID BY		
	NT IS CORRECT AND PROPER FOR I										
41b. SIGNATURE AND TITLE OF 0	CERTIFYING OFFICER	41c.			'EIVED AT (Location)  'E REC'D (YY/MM/DD)  42d. TOTAL  CONTAINERS  STANDARD FORM 1449						

#### OFFEROR SUBMISSION PACKAGE

#### **INDEX**

**PAGE** 

Continuation of Standard 1449
DESC Forms 6.37 – Schedule of Supplies

# REGULATORY COMMERICIAL ITEM CLAUSES AND PROVISIONS

K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)
	(OCT 1999/OCT 1998/JAN 1999)
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995

# REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS

	AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)			
K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE COVERNMENT OF A TERRORIST		K38 AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)	K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

# INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L21.02 PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)

# **DELIVERIES OR PERFORMANCE**

- F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)
- F73.02 DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)

# **CONTRACT ADMINISTRATION**

- G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
- I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

INSTALLATION: NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD

# SECTION B SCHEDULE OF SUPPLIES

<u>SP0600-01-R-0005</u> LINE ITEM NO. <u>0001</u> (This is alternate of Line Item No. <u>0001a</u>)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

RAILHEAD AND SERVII RAILROAD, if applicable					<u>.</u>							
TRANSPORTATION 1	EQUIPMENT F	OR THIS	S ITEM: <u>Tr</u>	uck at I	) Destination	n, del	ivered ar	ıd unloa	ded as	directed.		
OFFERED PRICES S	HALL BE PER I	NET TON	N: <u>Delivere</u>	d at Des	stination a	ınd u	nloaded a	s direct	<u>ed</u>			
COAL SIZE: 2 <sup>2</sup> X 1/4 <sup>2</sup> ,	Non Oil-based fr	eeze cond	ditioning re	quired fr	om Dec. th	nroug	h Feb. (Es	t. 9,000 to	ons)			
MINIMUM SPECIFICAT	IONS QUALITY F	REQUIRE	<u>D:</u>									
Moisture, as received	% Max. <u>6.0</u>			В.	T.U., dry		Min. <u>1</u>	3,500		<u> </u>		
Volatile Matter, dry	% Max. 40.0	Min 24.0	0	A.	S.T., degrees	s F	Min. 2	600				
Ash, dry	% Max. 10.0			F.5	S.I.		Max			_		
Sulfur, dry	% Max. <u>1.60</u>			На	ardgrove Grii	nd.	Min. <u>5</u>	0.0		_		
Screen Size:	Max	x. % Reta	ined On		<u>Max. %</u>	Passin	g Through					
2 <sup>2</sup> R.H. Sc.	reen	5.0%	<u>′o</u>									
1/4 <sup>2</sup> R.H. Sc	reen				1	5%						
TOTAL ESTIMATED RI	EQUIREMENT (N	ET TONS	S):. <u>30,000</u>									
Administration, this	ΓΥ RESERVED, if solicited only for the τ item will be negotiated I be approximately the	inreserved o	quantity. As sta pplicable bidde	ited in Clau rs under thi	ise L21.02, if this solicitation is	he reser n accor						nts for the
ESTIMATED MONTHLY FURNISH (NET TONS):	CONTRACTOR	SHALL B	E OBLIGAT	ED TO	Year 2001	JAN	I	FEB		MAR	A	PR
MAY <b>2,000</b> JU	N 2,000	JUL 2	2,000	AUG	2,500		SEP 2,5	00	OCT	2,500	NOV	2,500
DEC 3,000 Yea 200	/	00	FEB 3,00	00	MAR 3	,000	F	APR 2,00	00	MAY		
MAXIMUM QUANTITY  CONTRACTOR SHALL I  MAXIMUM ORDER TH  NOTE: See Clause I86.02  I211(F) ORDERING (AP	NOT BE REQUIRI IS ITEM (NET TC DELIVERY ORD	ED TO M <i>e</i> (NS): <b>_7,0</b> (	AKE ANY DI	ELIVERII			** TEM AFTI	Except as ER: 31 Ma	y 2002	d by clause I2 *** <u>.</u> ed by clause l		
(a) Any supplies and individuals or activities detection (b) All delivery ord delivery order and this co (c) If mail, a deliver issued orally or by written	signated in the Schelers are subject to to ntract, the contract, ry order is consider	edule. Suc he terms a shall con ed "issued	ch orders may and condition atrol.  I' when the G	be issued s of this c	from <b>01 Ma</b> ontract. In the ontract of the ontract	the evenue order	<ol> <li>through ent of conflir</li> <li>in the mai</li> </ol>	30 April ict between	<b><u>2002</u></b> . n a			
THE FOLLOWING SPAC HANDLING COSTS, if ap DFSC Form 6.37-S, FEB 9	pplicable (PER NE	Γ TON):	Rail: \$				T	ruck: \$				

# NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD 100% SET ASIDE FOR SMALL BUSINESSES

# SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM 0001 (THIS IS ALTERNATE OF LINE ITEM 0001a)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:		<u> </u>	
OFFEROR OFFERS:(total tons of	TONS AT \$	PER NET TON TRUCK-DELIV DES	YERED AT FINATION
FREEZE CONDITIONING/ DUST SU	JPPRESSION COST:\$NT		FOR DESC USE ONLY DOE DATA:
COAL SIZE			
OFFEROR GUARANTEES THE FOL	LOWING ANALYSIS FOR THIS ITEM:		( ) TIPPLE
Moisture, as received % Max	. B.T.U., dry	Min	( ) SAMPLES M:
Volatile Matter, dry % Max	. Min A.S.T., degrees F	Min	V:
Ash, dry % Max	. FSI	Max.	A:
Sulfur, dry % Max	. Hardgrove Grind	Min	S:
			BTU:
Screen Size:	Max. % Retained On Max. %	6 Passing Through	AST:
R.H. Screen			FSI:
R.H. Screen		<del></del>	HG:
NAME OF MINE/ STATE PERMIT NO. TYPE	SEAM TIPPLE/LOCATION	LABORATORY/LOCATION SHIP	PING POINT
	VEYANCE AND PROVIDE DETAILS.		
	RVED FOR DESC USE. OFFERORS: PLEAS		
100% 1.00 M% - 0.	FOB DEST. \$ .  FP/OT FAC + \$ .	( )F	NONRESP
DRY, BTU	11/01 FAC + \$ .		REJ
х	HAND/ADM + \$	<u>.</u> LB/S	BLSA GROUP
ARBTU (rounded) x(A)	TOTAL \$  (rounded) x100	FO	R DESC-OT DIVISION USE
(A) = (B) ====================================	(B)		
	Calculated By (Signature)		
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signature)		

#### THIS ITEM IS SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005

LINE ITEM NO. <u>0001a</u> (This is alternate of Line Item No. <u>0001</u>)

 $REQUISITION/DATE: \underline{SCO600-00-0676/11\,Sept\,00}$ 

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION: NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD

RAILHEAD AND SERVING RAILROAD, if applicable NSWC Spur/ CSX RR.

# TRANSPORTATION EQUIPMENT FOR THIS ITEM: 100 ton hopper bottom railcars

OFFERED PRICES SHALL BE PER NET TON:.. FOB railcars at destination. Shipments not to exceed 10 railcars per day. Unloading Monday through Friday 7:00 a.m. through 3:30 p.m.

COAL SIZE: 2" X 1/4", Non Oil-based freeze conditioning required from December through February (Est. 9,000 tons)

												-			·	<u>-</u> _		
	IUM SPEC ire, as rece		<u> Max.</u> %		REQUIRE	<u>ED:</u>		В	.T.U., dry			Min.	13	,500				
Volati	le Matter, o	dry	% Max.	40.0	Min 2	4.0		A	.S.T., deg	rees l	F	Min.	26	00				
Ash, d	ry		% Max.	10.0				F	.S.I.			Max						
Sulfur,	dry		% Max.	1.6				Н	ardgrove (	Grind	l.	Min.	50	.0		<u> </u>		
Screen	Size:			Max	x. % Ret	ained O	<u>n</u>		Max	% P	assir	ng Throu	g <u>h</u>					
	2"	R.H. Scre	en		5.0	%	_						_					
	1/4"	R.H. Scre	een				_			15	%		-					
TOTA	L ESTIMA	ATED REG	QUIREN	MENT (N	ET TON	S):. <u>30,0</u>	000											
ADDI	Administra	ferors are so	olicited on em will be	ly for the unegotiated	inreserved d with the a	quantity. applicable	As sta bidder	ted in Cla s under th	use L21.02, is solicitati	if the	reser					t with the Sma ause. Monthly		
	MATED MO ISH (NET		CONTR	ACTOR	SHALL I	BE OBL	IGAT	ED TO	Year 2001		JAN	1		FEB		MAR	1	APR
MAY	2,000	JUN	2,000	)	JUL	2,000		AUG	2,500			SEP	2,500		OCT	2,500	NOV	V 2,500
DEC	3,000	Year 2002		N 3,0	00	FEB	3,00	00	MAR	3,0	000		AP	R 2,0	00	MAY	•	
MAXI	MUM QU	ANTITY C	CONTRA	ACTOR S	SHALL B	E OBLIG	GATE	D TO FU	JRNISH (	NET	TON							
CONT	RACTOR	SHALL N	OT BE I	REQUIRI	ED TO M	IAKE AI	NY DI	ELIVERI	ES UNDE	ER TI	HIS I	ITEM Al	FTER	: <u>31 M</u>	ay 2002			
NOTE I211(F (individ (deliver (issued	MUM ORI : See Clau ) ORDER: a) Any supluals or active b) All delery order and c) If mail, orally or b	se I86.02 I ING (APR pplies and ivities desi- ivery orde- d this com- a delivery y written t	DELIVE 1984) services gnated ir rs are su tract, the order is elecomn	to be fur the Scho bject to the contraction consider consider	nished ur edule. Su he terms t shall co ed "issue ns only i:	TATION nder this ach orders and cond ntrol. d" when f authoriz	NS.  contra  s may  ditions  the Ge	be issued s of this	I from <u>01</u> contract.	May In the	e eve	nce of de  1 throu  ent of co	livery gh <u>30</u> nflict	orders <b>D Apri</b> l betwee	by the 1 2002.	ed by clause	e I209.12	
	OLLOWIN LING CO						\$						Tru	ck: \$				

# NAVAL SURFACE WARFARE CENTER, INDIAN HEAD, MD

100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE (RAIL)

(F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM: 0001a THIS IS ALTERNATE OF LINE ITEM 0001)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:			OFFEROR OFFERS:	
FREEZE CONDITIONING/ I	ON FOB RAILCARS AT DESTIN	NT.		Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES T	THE FOLLOWING ANALYSIS FO	R THIS ITEM:		( ) SAMPLES
Moisture, as received	% Max.	B.T.U., dry	Min.	M:
Volatile Matter, dry	% Max. Min	A.S.T., degrees F	Min.	V:
Ash, dry	% Max.	F.S.I.	Max	A:
Sulfur, dry	% Max.	Hardgrove Grind.	Min.	S:
				BTU:
Screen Size:	Max. % Retained On	Max. % Pa	ssing Through	AST:
R.H. Scre	een			FSI:
R.H. Scre	een			HG:
NAME OF MINE STATE PERMIT NO.	TYPE SEAM TIF	PLE/LOCATION LAI	BORATORY/LOCATION S	SHIPPING POINT/RR
DETAILS.         THE FOLLOWING SPACE I         100%       1.00         M%       -       0.		OFFERORS: PLEASE I	OO NOT WRITE BELOW T	) RESP ( ) NONRESP
DRY, BTU x	FOB RAIL DEST FP/OT FAC +	_		( ) REJ LB/SBLSA GROUP
ARBTU	HAND/ADM	+ \$	•	FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL	\$ <u>.</u>		
(A)	(rounded) x	100		
( <u>A</u> ) = (B) ====================================	Calculated I	By (Signature)	_	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	Verified By	(Signature)		

#### THIS ITEM IS 100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0002 (This is alternate of Line Item No N/A

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION: NAVAL AMPHIBIOUS BASE, (NAB) LITTLE CREEK, VA

RAILHEAD AND SERVING:

RAILROAD, if applicable: NAB Little Creek, VA Spur / Eastern Shore RR / NS

# TRANSPORTATION EQUIPMENT FOR THIS ITEM: 100 ton hopper bottom railcars

OFFERED PRICES SHALL BE PER NET TON: <u>FOB Railcars at Destination</u>. <u>Shipments not to exceed 10 railcars within three (3) days, and not to exceed twenty (20) railcars in an eight (8) day period</u>. <u>Demurrage charges resulting from failure to comply with this schedule will be charged to the contractor</u>.

			Non oil-base			ioning	g from ]	Decembe	r throi	ıgh Maı	ch (1.80	0 Est. tor	ns)		
	· · · · · · · · · · · · · · · · · · ·		IS QUALITY							-					
Moisture	e, as received	i %	Max. 5.0				В.	T.U., dry		Min	12,000	)			
Volatile	Matter, dry	%	Max. 40.0				A.	S.T., degr	ees F	Min	. 2400				
Ash, dry	i	%	Max. 9.0	Min <b>6.0</b>			F.3	S.I.		Max	·				
Sulfur, d	lry	%	Max. 1.50				На	ardgrove C	rind.	Max	·				
Screen S	Size:		<u>Ma</u>	ıx. % Reta	ained On		]	Max. % P	assing 7	Through					
11	/4 " R.	H. Screen	ı	5	5%		_								
1/	/ <b>4"</b> R.	H. Screen	ı			_	_		15%	Ó					
TOTAL	ESTIMATI	ED REQU	JIREMENT (	NET TON	NS):. <u>10,8</u>	00 to	<u>ns</u>								
ESTIMA	NOTE: Offero Administration reserved quant	rs are solici n, this item ity will be a FHLY CC		unreserve ed with the he same as t	d quantity. applicable the estimate	As stat bidders ed mont	ted in Clau s under thi thly requir	ise L21.02, is solicitatio	if the res on in acco ow.	ordance w		visions of th	tract with the Sm e clause. Monthly	y requiremen	nts for the
MAY	1,350	JUN	1,350	JUL	1,350		AUG	1,350		SEP	1,350	00	T 900	NOV	900
DEC 4	450	Year 2002	JAN 45	0	FEB	450		MAR	450		APR	450	MAY	·	
CONTR MAXIM NOTE: I211(F) (a) individu (b) delivery (c) issued on	ACTOR SH.  MUM ORDER See Clause I ORDERING ) Any supplials or activiti ) All deliver order and the corder are corder are corder and the corder are corder are corder and the corder are corder and the corder are corder are corder are corder and the corder are cord	ALL NOT R THIS IT 86.02 DE G (APR 19 es and ser es designa y orders a his contra- elivery or	TEM (NET TO ELIVERY OR 984) rvices to be fu ated in the Scl are subject to act, the contracter is consider ecommunication	ONS): 3.7 DER LIM  Irnished unedule. So the terms ct shall co ered "issue	MAKE AN  700 per r  IITATION  Inder this such orders and condition to l.  ed" when	nonth NS. contracts may litions	ct shall be issued of this co	** ES UNDE  ***  e ordered from 01 1 ontract. In	Except R THIS Excep by issue May 20 n the ex	as provided as pro	ded by classified by classified by continuous delivery or ugh 30 A porflict be	ders by th April 2002 tween a	<u>02 ***.</u> .12		
			RESERVED cable (PER N												

# 100% SET ASIDE FOR SMALL BUSINESSES NAVAL AMPHIBIOUS BASE, (NAB) LITTLE CREEK, VA

SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)  $\frac{\text{SP0600-01-R-0005}}{\text{LINE ITEM } \underline{0002}} \\ (\text{THIS IS ALTENATE} \\ \text{OF LINE ITEM } \underline{\text{N/A}})$ 

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:			·	OFFEROR OFFERS:	TONS,
AT \$NET TO FREEZE CONDITIONING/COAL SIZE	DUST SUPPRI	ESSION COST \$	NT.	`	FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE  ( ) SAMPLES
OFFEROR GUARANTEES	THE FOLLOW	/ING ANALYSIS FO	OR THIS ITEM:		
Moisture, as received	% Max.		B.T.U., dry	Min.	M:
Volatile Matter, dry	% Max.		A.S.T., degrees F	Min.	V:
Ash, dry	% Max.	Min.	F.S.I.	Max	A:
Sulfur, dry	% Max.		Hardgrove Grind.	Max.	S:
				<del></del>	BTU:
Screen Size:	<u>M</u>	ax. % Retained On	Max. % Pa	assing Through	AST:
R.H. Sc					FSI:
R.H. Sc	reen				HG:
NAME OF MINE STATE PERMIT NO. TY  RAIL FREIGHT RATE PE	R NET TON A		DRITY: [		ONVEYANCE AND PROVIDE DETAILS
THE FOLLOWING SPACE	IS RESERVED	FOR DESC USE. (	OFFERORS: PLEASE	DO NOT WRITE BELOW THI	S LINE.
100% 1.00		FOB MINE	\$ .	`	) RESP
M% - 0.	_	FREIGHT +			) NONRESP
DRY, BTU		FOB RAIL DEST FP/OT FAC +			) REJ 3/SBLSA GROUP
ARBTU ARBTU	_	HAND/ADM			FOR DESC-OT DIVISION USE
(rounded) x		TOTAL	\$ <u>.</u>		
(A)		(rounded) x	100		
( <u>A</u> ) = (B) ====================================	(В). === Т.	Calculated B	By (Signature)	_	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	n)	Verified By	(Signature)		

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0003 (This is alternate of Line Item No. N/A.)

 $REQUISITION/DATE: \underline{SCO600-00-0676/11\,Sept\,00}$ 

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION: MARINE CORP BASE, CAMP LEJEUNE, NC

RAILHEAD AND SERVING

RAILROAD, if applicable: <u>Camp Lejeune, NC Spur/Norfolk Southern/Seaboard Railcars</u>

# TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Destination. Hours of operation for receiving coal are 0800 – 1630, Sun-Sat.

COAL SIZE:	1 1/2"	X 1/4"														
MINIMUM S Moisture, as r			S QUALIT Max. 8.0	Y REQU	<u> </u>		В	.T.U., dry		Min.	. <u>1</u> 2	2,800				
Volatile Matte	er, dry	%	Max. 38.0	) Min	28.0		A	.S.T., degr	ees F	Min.	. <u> </u>					
Ash, dry		%	Max. 10.0	)			F	S.I.		Max						
Sulfur, dry		%	Max. 1.30	)			Н	ardgrove C	rind.	Max	70	) Min	50	<u></u>		
Screen Size:			<u>N</u>	/lax%_	Retained_O	<u>n</u>		Max.	_%_Pas	sing_Th	rough					
1 1/2"	R.I	H. Screen			5%		_									
1/4"	R.I	H. Screen					_		1	5%						
TOTAL EST	MATE	D REQU	JIREMENT	(NET T	ONS):. <u>18,</u>	000 T	ons									
	Offeror	s are solici	ited only for t	he unrese	rved quantity.	As sta	ted in Cla	use L21.02, i	f the rese					t with the Sma		
			_		the applicable as the estimat					rdance w	ith the	provisions	of the cla	ause. Monthly	requirement	s for the
ESTIMATED FURNISH (N			ONTRACTO	OR SHA	LL BE OBL	IGATI	ED TO	Year 2001	JA	N		FEB		MAR	AI	PR
MAY 1,000		JUN	1,000	JUI	1,000		AUG	1,000		SEP	1,00	0	OCT	2,000	NOV	2,000
DEC 2,000		Year 2002	JAN 2	2,000	FEB	2,00	00	MAR	1,500		AI	PR 1,5	00	MAY		
MAXIMUM (	QUANT	TTY CO	NTRACTO:	R SHAL	L BE OBLI	GATE	D TO FU	,		/						
CONTRACTO	OR SHA	LL NOT	BE REQU	IRED TO	O MAKE AN	NY DE	LIVERI	ES UNDE	RTHIS	ITEM A	\FTE		y 2002			
MAXIMUM				,			ıth.	***	Except	as provi	ided b	y clause	I209.12			
NOTE: See C I211(F) ORD	ERING	(APR 1	984)													
individuals or	activitie	es designa	ated in the S	chedule.		s may	be issued	l from <u><b>01</b> I</u>	<u> </u>	01 thro	ugh 3	30 April	<u> 2002 .</u>			
delivery order	and th	is contra	ct, the conti	act shal												
(c) If m issued orally of					sued" when ly if authoriz						mail.	Orders	may be			
THE FOLLOW						. ¢						Fruok: \$				

# THIS ITEM IS UNRESTRICTED MARINE CORP BASE, CAMP LEJEUNE, NC

# NC SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM: 0003 (THIS IS ALTERNATE OF LINE ITEM N/A.)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME:			<u> </u>	OFFEROR	OFFERS:	
AT \$NET T OTHER COSTS, if any: _\$ COAL SIZE	(IDE	NTIFY	)		,	(Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES	THE FOLLOW	VING ANALYSIS FOR	THIS ITEM			( ) SAMPLES
: Moisture, as received	% Max.	В	.T.U., dry	Min.		M:
Volatile Matter, dry	% Max.	Min A	.S.T., degrees F	Min.		V:
Ash, dry	% Max.	F.	S.I.	Max.		- A:
Sulfur, dry	% Max.	н	ardgrove Grind.	Max.	Min.	S:
						BTU:
Screen Size:	<u>M</u>	ax. % Retained On	Max. % P	assing Throu	<u>ıgh</u>	AST:
R.H. Sc	reen					FSI:
R.H. Sc	reen					HG:
NAME OF MINE STATE PERMIT NO.	<u> </u>	SEAM TIPPLE/LOCA	ATION LABORATO	RY/LOCAT	TION SHIPPING	POINT/RR
RAIL FREIGHT RATE PE THE FOLLOWING SPACE  100% 1.00  M% - 0.  DRY, BTU	IS RESERVED	FOB MINE FREIGHT + FOB RAIL DEST.	FERORS: PLEASE  \$ . \$ .		RITE BELOW T	( ) RESP ( ) NONRESP ( ) REJ
Х	_	FP/OT FAC +	\$.			LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x 2,000		HAND/ADM + TOTAL	\$ <u></u>			
(A)		(rounded) x	\$ <u> </u>			
()		(				
( <u>A</u> ) = ( <u>B</u> ) ====================================	(B). === Γ.	1				
		Calculated By (	(Signature)			
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	on)	Verified By (Si	gnature)			

# SECTION B SCHEDULE OF SUPPLIES

<u>SP0600-01-R-0005</u>
LINE ITEM NO. <u>0004</u>
(This is alternate of
Line Item No <u>N/A</u>)

 $REQUISITION/DATE: \underline{SCO600-00-0676/11\,Sept\,00}$ 

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION: MARINE CORPS AIR STATION, CHERRY POINT, NC

RAILHEAD AND SERVING:

RAILROAD, if applicable: MCAS, Cherry Point, NC/Norfolk-Southern Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Maximum 100 Ton Hopper Bottom (only) railcars.

OFFERED PRICES SHALL BE PER NET TON: <u>FOB Railcars at destination</u>. <u>Maximum daily delivery is five (5) 100-ton cars or seven (7) 70-ton cars per day. Unloading Monday through Friday 0730 – 1600.</u>

COAL SIZE: 1	<u>1/4" X 1/4"</u>													
MINIMUM SPI Moisture, as rec	ECIFICATIONS QU		REQUIRE	ED:		ъ,	T.U., dry		Min	12 000				
,								_		13,000		<del></del>		
Volatile Matter,	dry % Max.	40.0	Min 32.0			Α.	S.T., degree	s F	Min.	2700				
Ash, dry	% Max.	10.0				F.S	S.I.		Max.			<u> </u>		
Sulfur, dry	% Max.	1.10				На	rdgrove Gri	nd.	Min.					
Screen Size:		Max	k. % Retai	ned On		1	Max. % Pass	sing T	<u>`hrough</u>					
1 1/4"	R.H. Screen		5%		_					-				
1/4"	R.H. Screen				_		1	12%		<u>-</u>				
TOTAL ESTIM	ATED REQUIREM	IENT (N	ET TONS	S):. <u>7,30</u>	<u> 00</u>									
NOTE: O Administr reserved o	QUANTITY RESEI fferors are solicited on ration, this item will be quantity will be approx	ly for the unegotiated imately the	unreserved d with the a e same as th	quantity. pplicable e estimate	As sta bidder ed mon	ted in Claurs under thi	se L21.02, if t s solicitation i	he reso in acco	rdance wit				quireme	
FURNISH (NET	TONS):					i	2001							
MAY	JUN		JUL			AUG			SEP		OCT		NOV	1,000
DEC 1,000	Year JA 2002	N 1,2	50	FEB	1,25	50	MAR 1	,000		APR 90	0	MAY 900	)	
CONTRACTOR  MAXIMUM OR  NOTE: See Cla  I211(F) ORDEI	SHALL NOT BE F DER THIS ITEM ( use 186.02 DELIVE RING (APR 1984)	REQUIRI NET TO RY ORD	ED TO M. NS): <u>3,50</u> ER LIMI	AKE AN  00 per 1  ΓΑΤΙΟΝ  der this c	IY DEmontl	ELIVERIE  h.  ct shall be	ES UNDER	THIS	ITEM AI	** Except a FTER: 31 M *** Except	ay 2002 as provid	ded by clause I2		
(b) All de delivery order an (c) If mail issued orally or	tivities designated in livery orders are sund this contract, the l, a delivery order is by written telecomn	bject to t contract consider nunicatio	t shall con ed "issued ns only if	and cond strol. I" when authoriz	itions	of this co	ontract. In	the ev	ent of cor	nflict between	en a			
	NCSI MCE IS RESI				2					Truck: \$				

# THIS ITEM IS UNRESTRICTED MARINE CORP AIR STATION, CHERRY POINT, NC

#### SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM:0004 (THIS IS ALTERNATE OF LINE ITEM N/A.)

OFFEROR'S NAME:		OFFEROR OFFERS:	TONS,
OTHER COSTS, if any: _\$	ON FOB RAILCARS AT DESTINATION.  (IDENTIFY)	(7)	Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES	THE FOLLOWING ANALYSIS FOR THIS ITE	<u>M</u>	( ) SAMPLES
: Moisture, as received	% Max. B.T.U., dr	y Min.	M:
Volatile Matter, dry	% Max. Min. A.S.T., deg	grees F Min.	V:
Ash, dry	% Max. F.S.I.	Max	A:
Sulfur, dry	% Max. Hardgrove	Grind. Min.	S:
			BTU:
Screen Size:	Max. % Retained On	Max. % Passing Through	AST:
R.H. So			FSI:
R.H. So	reen		HG:
NAME OF MINE STATE PERMIT NO.	TYPE SEAM TIPPLE/LOCA	TION LABORATORY/LOCATION S	HIPPING POINT/RR
	R NET TON AND TARIFF AUTHORITY: E IS RESERVED FOR DESC USE. OFFERORS:		ONVEYANCE AND PROVIDE DETAILS IS LINE.
100% 1.00	FOB MINE \$	. (	) RESP
M% - <u>0.</u>	FREIGHT + \$	. (	) NONRESP
DRY, BTU	FOB RAIL DEST. \$	. (	) REJ
X	_ FP/OT FAC + \$	. L	B/SBLSA GROUP
ARBTU	HAND/ADM + \$	<u></u>	FOR DESC-OT DIVISION USE
(rounded) x	TOTAL \$	<u> </u>	
(A)	100	)	
( <u>A</u> ) = (B) ====================================			
	Calculated By (Signature	e)	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signature)		

USE.

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. <u>0005</u> (This is alternate of

									Line Item N	lo. <u>N/A</u>	<u>()</u>		
REQUISITION/DAT	E: <u><b>SCO60</b></u>	0-00-0676	/11 Sept 00										
INSTALLATION: _8	88 CES/C	EOA, Wr	ight-Patters	on AFB, O	H 45433-5	5209			<u>.</u>				
RAILHEAD AND SE	ERVING R	AILROAD	, if applicable	e: <u>N/A</u>					<u>.</u>				
TRANSPORTATION	N EQUIPM	MENT FOR	R THIS ITEM	1: Truck					<u>•</u>				
OFFERED PRICES Sunbroken seal on the seal must break in Acceptable hours of Offerors are urged to County, OH, and Kitt 20772, 937-255-077 *The fouling fact	tailgate worder to delivery, Mascertain ratyhawk Ce 2 or Plant	vith a num dispense Monday th methods an nter, Bldg. 31240, 93	ber that mate coal from the rough Friday d locations of 1240, Fairbu 37-257-5215	thes the seal he truck. If y, 7:30 a.m. f unloading l urn, OH. Tw ) so as to arr	the seal nut to 12:00 ne by contacti o copies o ive before	n the truck very mber does not	veigh b ot mate p.m. to al at the analytic ck reach	ch the trong a scal report	e seal must be ruck weigh learn, no coal activity at (9 to must accompare of these decreases)	e attache bill, the co will be a (37) 257-7 pany first of lestinatio	ed to the tailgroal will autom ccepted on words and truck deli- daily truck deli- ns.	ate in a wa natically be eekends or Area B, Bldg very or be fa	y that the e rejected. holidays. .770, Green axed (Plant
ASTM D3682 or D the above factor	04326. A	commer	cial test re	port must	accomp	any the in	itial o	ffer sl	nowing the	e propo	sed mine's	ability to	meet
through the life						i more tha	n one	mine,	tnen rete	sts may	be require	ea perioa	псану
COAL SIZE: 11/4" MINIMUM SPECIFI Moisture, as received	CATIONS	QUALIT Max. <b>5.0</b>	Y REQUIRE	<u>D:</u>	В.	T.U., dry		Min.	14,000				
Volatile Matter, dry	% I	Max. 40.0	Min 35	.0	A.	S.T., degrees	s F	Min.	2700 (H=	1/2W) (F	Reducing Me	thod)	
Ash, dry	% 1	Max. <b>7.0</b>	Min 5.	0	Ва	se Acid Ration	о%.	Max.	0.24				
Sulfur, dry	% 1	Max. 1.3	Min <b>0.8</b>	35	Fo	uling Factor		Max.	0.20				
Screen Size: 1 1/4" R.I	H. Screen	<u> </u>	1ax. % Retain		<u>]</u>	Max. % Pass	ing Thi	rough					
	H. Screen		0.0	/0		1	2%		=				
TOTAL ESTIMATE	D REQUI	REMENT	(NET TONS	5):. <u>59,200</u>					-				
ADDITIONAL QUA NOTE: Offeror Administration reserved quanti	rs are solicite , , this item ity will be ap	ed only for the will be negoto proximately	he unreserved of tiated with the s the same as the	quantity. As st applicable bide e estimated mo	ated in Clau lers under the onthly requir	nis solicitation rements below. Year	in accor						
ESTIMATED MON' FURNISH (NET TO		NTRACTO	OR SHALL B	SE OBLIGA	IED TO	2001							
MAY	JUN		JUL		AUG	5,000		SEP	6.000	OCT	6,500	NOV	7,200
DEC 10,000	Year 2002	JAN 1	0,000	FEB 9,5	00	MAR 5,	,000		APR	1	MAY	•	
MAXIMUM QUANT	TITY CON	TRACTO	R SHALL BE	OBLIGATI	ED TO FU	RNISH (NE	T TON				. 1 1	200.12	_
CONTRACTOR SHA	ALL NOT	BE REQU	IRED TO MA	AKE ANY D	ELIVERII	ES UNDER T	THIS IT	ГЕМ АІ	FTER: <u>31 M</u>	ay 2002			
MAXIMUM ORDER NOTE: See Clause II I211(F) ORDERING	86.02 DEL	IVERY O		-	nth.				*** Except	as provid	led by clause	1209.12	
(a) Any supplice individuals or activities (b) All deliver delivery order and the	es designat y orders aı	ed in the S re subject t	chedule. Suc	th orders may and condition	be issued	from 01 Ma	y 2001	throu	gh <b>30 Apri</b>	<u>1 2002.</u>			
(c) If mail, a de	elivery ord	ler is consi	dered "issued	l" when the (								ECEDYATE	EOD DESC
issued orally or by w	muen terec	ommunica	nons only if	aumonzed 11	i tile sched	uic. (FAK 3	2.210-	10	F	OLLOWIN	NG SPACE IS R	ESEK VED	LOK DESC

USE.

HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_\_\_\_\_\_ Truck: \$\_\_\_\_\_\_

#### THIS ITEM IS UNRESTRICTED 88 CES/CEOA, WRIGHT PATTERSON AFB, OH

### SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM: 0005 (THIS IS ALTERNATE OF LINE ITEM <u>N/A.)</u>

OFFEROR'S NAME:					
OFFEROR OFFERS:(tota	al tons offere			_ PER NET TON TRUCK	-DELIVERED AT DESTINATION
OTHER COSTS, if any: \$	(ID	ENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE					( ) TIPPLE
OFFEROR GUARANTEES T Moisture, as received	THE FOLLO % Max.	WING ANALYSIS I	FOR THIS ITEM: B.T.U., dry	Min.	( ) SAMPLES M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	
Ash, dry	% Max.	Min	Base/acid ratio%	Max.	A:
Sulfur, dry	% Max.	Min	Fouling Factor	Max	S:
Screen Size:	_	Max. % Retained On	May % I	Passing Through	BTU:
R.H. Screen	_	viax. 70 Retained On	<u> </u>	assing Through	FSI:
R.H. Screen					HG:
NAME OF MINE/ STATE PERMIT NO.	TYPE	<u>SEAM</u> <u>T</u>	TIPPLE/LOCATION L	ABORATORY/LOCATION	SHIPPING POINT/RR
CHECK IF MULTIPLE THE FOLLOWING SPACE I				DO NOT WRITE BELOW	THIS LINE
100% 1.00 M% - 0. DRY, BTU		FOB DEST.	\$ . + \$ .	DO NOT WRITE BEES W	( ) RESP ( ) NONRESP ( ) REJ
XARBTU (rounded) x2,000 (A)(A) =	==	В)	+ \$  \$  x100		LB/SBLSA GROUP  FOR DESC-OT DIVISION USE
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	ı		By (Signature)	_	

THE FOLLOWING SPACE IS RESERVED FOR <u>DESC</u> USE. HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005
LINE ITEM NO. 0006
(This is alternate of
LINE ITEM NO. N/A.)

REQUISITION/DATE:SCO600-00-0676/11 Sept 00 INSTALLATION: Lima Army Tank Plant, OH 45804-1898 RAILHEAD AND SERVING RAILROAD, if applicable: N/A TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck OFFERED PRICES SHALL BE PER NET TON: <u>Delivered to destination and unloaded as directed</u> Offerors are urged to ascertain methods and locations of unloading by contacting the official at the using activity at (419) 221-9524. Deliveries are not to exceed 10 trucks per day (minimum 3 trucks on delivery days) or 30 trucks per week. Trucks are to arrive at normal duty hours 7:00 a.m. - 2:00 p.m. No deliveries on Saturdays, Sundays, or holidays. Trucks must untarp to unload. Trucks must use certified weight scales prior to delivery. COAL SIZE: \_ 1 1/4" X 1/4" Non-Oil Based Freeze Conditioning is required 01 Dec - 31 Mar (Est. 1,000 Tons) MINIMUM SPECIFICATIONS QUALITY REQUIRED: B.T.U., dry Moisture, as received % Max. 6.0 Min. 13,500 Volatile Matter, dry % Max. 40.0 Min. 30.0 A.S.T., degrees F Min. 2500 % Max. 10.0 Min. F.S.I. Ash, dry Max. 6.0 Sulfur, dry % Max. **0.8** Hardgrove Grind Screen Size: Max. % Retained On Max % Passing Through R.H. Screen 1 1/4" 5.0% R.H. Screen 1/4" 10.0% TOTAL ESTIMATED REQUIREMENT (NET TONS): 7,000 ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below. JAN FEB MAR Year ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO 2001 FURNISH (NET TONS): MAY ши. SEP OCT 2,000 NOV JUN AUG 2,000 2,000 DEC JAN FEB MAR 1,000 APR MAY Year 2002 MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 7,000\*\* \*\*Except as provided by clause I209.13 CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 31 May 2002\*\*\*. \*\*\*Except as provided by clause I209.12 MAXIMUM ORDER THIS ITEM (NET TONS): 3,000 per month. NOTE: See Clause 186.02 DELIVERY ORDER LIMITATIONS. I211(F) ORDERING (APR 1984) (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 May 2001 through 30 April 2002. (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control. (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

Truck: \$ \_

### THIS ITEM IS UNRESTRICTED LIMA ARMY TANK PLANT, LIMA, OH

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM 0006 (THIS IS ALTERNATE OF LINE ITEM <u>N/A.)</u>

OFFEROR'S NAME:		
OFFEROR OFFERS:(total tons of		PER NET TON TRUCK-DELIVERED AT DESTINATION
OTHER COSTS, if any: \$	(IDENTIFY)	FOR DESC USE ONLY DOE DATA:
COAL SIZE:		( ) TIPPLE ( ) SAMPLES
Moisture, as received % Max	LLOWING ANALYSIS FOR THIS ITEM: x. B.T.U., dry	Min. M:
Volatile Matter, dry % Max	x. Min A.S.T., degrees I	F Min. V:
Ash, dry % Max	x. Min F.S.I	Max. A:
Sulfur, dry % Max	x. Hardgrove Grind	S:
		BTU:
Screen Size:	Max. % Retained On Max.	% Passing Through AST:
R.H. Screen		FSI:
R.H. Screen		HG:
NAME OF MINE/ STATE PERMIT NO. TYPE	SEAM TIPPLE/LOCATION	LABORATORY/LOCATION SHIPPING POINT/RR
	VEYANCE AND PROVIDE DETAILS	
	ERVED FOR DESC USE. OFFERORS: PLEA	
100% 1.00	FOB DEST. \$ .	( ) RESP
M% - <u>0.</u> DRY, BTU	FP/OT FAC + \$ .	( ) NONRESP ( ) REJ
X	HAND/ADM + \$	, ,
ARBTU (rounded) x 2,000	TOTAL \$	FOR DESC-OT DIVISION USE
(A)	(rounded) x100	_
( <u>A</u> ) = ( <u>B</u> ) ====================================	(B)	-
	Calculated By (Signature)	
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signature)	

#### THIS ITEM IS 100% SET ASIDE FOR SMALL BUSINESSES

SECTION B SCHEDULE OF SUPPLIES SP0600-01-R-0005 LINE ITEM NO. 0007 (This is alternate of Line Item No. N/A)

REQUISITION/DATE: SCO600-00-R-0676/11 Sept 00

INSTALLATION: ROCK ISLAND ARSENAL, IL.

RAILHEAD AND SERVING RAILROAD, if applicable: N/A

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

delivery order and this contract, the contract shall control.

THE FOLLOWING SPACE IS RESERVED FOR <u>DESC</u> USE. HANDLING COSTS, if applicable (PER NET TON): Rail: \$\_

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

% Max. **15.0** 

% Max. 10.0

% Max. 40.0 % Min 30.0

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck (Preferred method of shipment is by barge and truck). Offerors may propose: 1. Barge deliveries with storage at a local terminal to be delivered by truck as requested. Coal is to be delivered to terminal during months specified. AND/OR 2. Delivery directly from the barge to Rock Island by truck. If the use of multiple conveyances is proposed, offeror must provide details of coal movement including shipping and sampling procedures.

OFFERED PRICES SHALL BE PER NET TON: **FOB Destination**, delivered and unloaded as directed. Truck deliveries restricted to Monday through Friday from 8 a.m. through 2:00 p.m.

B.T.U., dry

A.S.T., degrees F

Min. 13,000

Max. **3.5** 

2500

Truck: \$ \_

COAL SIZE: 1 1/4" x 1/2" Washed

Moisture, as received

Volatile Matter, dry

Ash, dry

Sulfur, dry	% Max	1.5		Hardgrove Gri	ind.	Max	55	Min 4	10	_	
Screen Size: 1 1/4" 1/2"	R.H. Screen	Max. % Retained On 5.0%	- <u>-</u>	Max. % Passi	ing Th	rough_					
TOTAL ESTIN	MATED REQUIREMEN	T (NET TONS):. 14,000									
NOTE: ( Adminis	Offerors are solicited only for tration, this item will be nego	ED, if applicable (NET TONS) the unreserved quantity. As stated with the applicable Adminthly requirements for the reserv	ated in <u>Cla</u> inistration,	use L21.02, if th this item will be	e reser e negot	iated with th	e applic	able bidd	ders unde	er this solici	tation in accordance
ESTIMATED N FURNISH (NE		FOR SHALL BE OBLIGAT	ED TO	Year 2001	JAN	Ī	FEI	3	M	AR	APR
MAY 1,000	JUN 3,000	JUL	AUG	3,500		SEP	l	О	CT 3	,500	NOV
DEC	Year JAN 2002	FEB	•	MAR	<u> </u>		APR	3,000		MAY	
		OR SHALL BE OBLIGATE UIRED TO MAKE ANY D		•		TEM AFT	Exce <sub>l</sub> ER: <b>31</b>	May 2	002 **	by clause I	
NOTE: See Cla		T TONS): <u><b>8,000</b></u> per mont ORDER LIMITATIONS.	th.					F F-		.,	

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>01 May 2001</u> through <u>30 April 2002</u>.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be

issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

# THIS ITEM IS 100% SET ASIDE SMALL BUSINESSES ROCK ISLAND ARSENAL, IL

SECTION B SCHEDULE (TRUCK) SP0600-01-R-0005 LINE ITEM 0007 This is the Alternative of Line Item <u>N/A.</u>)

OFFEROR'S NAME:			
OFFEROR OFFERS:(total tons	TONS AT \$		ERED AT TINATION
OTHER COSTS, if any: \$	(IDENTIFY)		FOR DESC USE ONLY DOE DATA:
COAL SIZE			( ) TIPPLE
OFFEROR GUARANTEES THE FO Moisture, as received % Ma	OLLOWING ANALYSIS FOR THIS ITEM: ax. B.T.U., dry	Min.	( ) SAMPLES M:
Volatile Matter, dry % Ma	ax. Min A.S.T., degrees F	Min.	V:
Ash, dry % Ma	ax. FSI	Max.	A:
Sulfur, dry % Ma	ax. Hardgrove Grind	Max. Min	S:
			BTU:
Screen Size:	Max. % Retained On Max % I	Passing Through	AST:
R.H. Screen			FSI:
R.H. Screen			HG:
NAME OF MINE/ STATE PERMIT NO. TYP	PE SEAM TIPPLE/LOCATION L	ABORATORY/LOCATION SHIP	PING POINT/RR
	NVEYANCE AND PROVIDE DETAILS SERVED FOR DESC USE. OFFERORS: PLEASI	E DO NOT WRITE BELOW THIS I	LINE.
100% 1.00	FOB DEST. \$ .	( ) R	ESP
M% - <u>0.</u>	FP/OT FAC + \$ .	( ) N	NONRESP
DRY, BTU		( ) F	REJ
x	HAND/ADM + \$  TOTAL \$  (rounded) x100  (B)	LB/S <u>FO</u>	BLSA GROUP R DESC-OT DIVISION USE
	Calculated By (Signature)	_	
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signature)	_	

#### THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005
LINE ITEM NO. 0008
(This is alternate of Line Item No.\_\_\_\_)

 $REQUISITION/DATE: \underline{SCO600-00-0676/11\,Sept\,00}$ 

DFSC Form 6.37-S, FEB 91 (Supersedes JUN 89 Edition

INSTALLATION:	RED RIVER	ARMY DEPOT,	TEXARKANA,	TX.

RAILHEAD AND SERVING

COAL SIZE: 1 1/4" X 1/4"

RAILROAD, if applicable: Red River Army Depot, TX/MOPAC Southern Railroad.

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 100-Ton Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: <u>FOB Railcars at destination</u>. <u>Deliveries will be accepted Monday through Thursday</u> (No Time Restrictions). <u>Maximum number of railcars is ten (10) to twelve (12) per week</u>.

MINIMUM CDECIE	CATIONS			POLUBE	D										
MINIMUM SPECIFI Moisture, as received		Max.		EQUIRE.	<u>D:</u>	В.	.T.U., dry		Min.	13,000					
Volatile Matter, dry	% ]	Max.	41.0	%Min 30	0.0	A.	.S.T., degrees	s F	Min.	2300					
Ash, dry	% ]	Max.	9.0			F.	S.I.		Max.	6.0					
Sulfur, dry	% ]	Max.	0.7			На	ardgrove Grir	nd.	Min.						
Screen Size: 1 1/4" R.I	H. Screen		Max	. % Retain	ned On	:	Max. % Pass	sing T	<u>`hrough</u>						
	H. Screen			5.0	J 70		15	5.0%							
TOTAL ESTIMATE	D REQUI	REM	ENT (N	ET TONS	S):. <u>10,250</u>										
	s are solicit , this item w	ed only	y for the unegotiated	inreserved of	quantity. As st pplicable bidd	ated in <u>Clau</u> ers under th	<u>ise L21.02,</u> if th is solicitation i	he rese n acco				t with the Small B ause. Monthly rec			for the
ESTIMATED MONT FURNISH (NET TO		NTRA	ACTOR	SHALL B	BE OBLIGAT	TED TO	Year 2001	JA	N	FEB		MAR		APF	₹
MAY 750	JUN 7	750		JUL	750	AUG	750		SEP 1	,000	OCT	1,000	NO	V	1,000
DEC 1,000	Year 2002	JAN	N 1,00	00	FEB 75	0	MAR 7	50		APR 750		MAY			
MAXIMUM QUANT	TITY CON	ITRA	CTOR S	HALL BI	E OBLIGAT	ED TO FU	JRNISH (NE	т то			provide	ed by clause I20	)9.13		•
CONTRACTOR SHA	ALL NOT	BE R	EQUIRI	ED TO MA	AKE ANY D	ELIVERII	ES UNDER	THIS				** ed by clause I2	09.12		
MAXIMUM ORDER NOTE: See Clause I						onth.									
I211(F) ORDERING (a) Any supplicindividuals or activities	es and serv es designat	vices t ted in	the Scho	edule. Suc	ch orders may	be issued	from 01 Ma	y 200	01 throug	gh 30 April	2002.				
(b) All deliver delivery order and th (c) If mail, a dissued orally or by w	is contrac elivery ord	t, the ler is	contract consider	shall con ed "issued	ntrol. I" when the <b>(</b>	Governmer	nt deposits th	e ord	er in the m						
THE FOLLOWING S										T 1 0					-
HANDLING COSTS	s, if applic	able (	(PEK NI	LI TON):	Kail: \$					Truck: \$ _					

# THIS ITEM IS UNRESTRICTED RED RIVER ARMY DEPOT, TEXARKANA, TX

# SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM: 0008 (THIS IS ALTERNATE OF LINE\_\_\_)

OFFEROR'S NAME:				OFFEROR OFFERS:	
AT \$ NET T	ON FOB RAILCA	RS AT DESTINATI	ON.		(Total tons offered) FOR DESC USE ONLY
OTHER COSTS, if any: \$					DOE DATA:
COAL SIZE					( ) TIPPLE
					( ) SAMPLES
OFFEROR GUARANTEES Moisture, as received	THE FOLLOWIN % Max.		<u>THIS ITEM</u> : T.U., dry	Min.	M:
			-		_
Volatile Matter, dry	% Max.	Min A.	S.T., degrees F	Min.	V:
Ash, dry	% Max.	F.,	S.I.	Max	A:
Sulfur, dry	% Max.	———— Ha	ardgrove Grind.	Min.	S:
					BTU:
Screen Size:	Max.	% Retained On	<u>Max. % P</u>	assing Through	AST:
R.H. Sc	reen				FSI:
R.H. Sc					HG:
NAME OF MINE					
STATE PERMIT NO.	TYPE S	EAM TIPPL	E/LOCATION LA	BORATORY/LOCATION	SHIPPING POINT/RR
RAIL FREIGHT RATE PE	R NFT TON AND	TARIFF AUTHORI	ту. Г	☐ CHECK IF MULTIPLE	CONVEYANCE AND PROVIDE DETAILS
THE FOLLOWING SPACE					
100% 1.00	F	OB MINE	\$.		( ) RESP
M% - <u>0.</u>	_ F	REIGHT +	\$.		( ) NONRESP
DRY, BTU	F	OB RAIL DEST.	\$.		( ) REJ
Х	_ F	P/OT FAC +	\$.		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU	Н	IAND/ADM +	\$ <u>.</u>		FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>		OTAL	\$ <u> </u>		
(A)		(rounded) x	100		
	(B)				
$\underline{(A)} =$					
(B) ======== ARBTU PER 1¢ DES					
ARBICIER IV DES	1.				
		Calculated By (	Signature)		
				_	
DFSC 6.37-R, Jun 87		Verified By (Sig	gnature)		
(Supersedes Nov 83 Edition	on)				

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0009 (This is alternate of Line Item No. 0009a)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

INSTALLATION: MALMSTROM AIR FORCE BASE, MT (This is the same as item 0009a. Offeror is urged to ascertain method and location of delivery by contacting Ken Koger, phone (406) 731-6431).

RAILHEAD AND SERVING RAILROAD, if applicable: Malmstrom AFB, MT/Burlington Northern RR.

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Dump Railcars - 100-Ton Maximum

OFFERED PRICES SHALL BE PER NET TON: F.O.B. railcars at destination. \*Maximum allowable level of sodium oxide Na20 is 3.0%. ASTM Test Method D3682 shall be used to test sodium oxide. A test is only required for the first shipment as long as the mine does not change. When submitting an offer on this location, offeror is required to submit an independent laboratory analysis of coal offered, showing that the mine meets sodium requirements. Maximum number of railcars is 10 per day.

COAL SIZE: 11/4 X 1/4" Non-Oil Based Freeze Conditioning (All Coal)

Moisture, as received		QUALITY R lax. <b>20.0</b>	EQUIRE	<u>D:</u>	В.	Γ.U., dry	Mi	n. <b>12,00</b> 0	)	_	
Volatile Matter, dry	% I	Max. 47.0	%Min 33	3.0	A.:	S.T., degrees	F Mi	n. <b>2440</b>		_	
Ash, dry	% I	Max. <b>12.0</b>	%Min 7	7.0		dium Oxide a20)	Ma	x. <b>3.0</b> *		_	
Sulfur, dry	% I	Max. 1.0			На	rdgrove Grin	d. Mii	1		_	
	H. Screen	Max	. % Retain		1	Max. % Passi		_			
1/4" R.1	H. Screen					5.0	0%	<u>—</u>			
TOTAL ESTIMATE	ED REQUI	REMENT (N	ET TONS	S):. <u>10,000</u>							
Administration	rs are solicite 1, this item w	ed only for the u	nreserved o	quantity. As sta	ited in <u>Claus</u> rs under this	solicitation in				ct with the Smal	ll Business requirements for the
ESTIMATED MON' FURNISH (NET TO		NTRACTOR	SHALL B	E OBLIGAT	ED TO	Year 2001	JAN	FEB	}	MAR	APR
							l	l .			
MAY	JUN		JUL		AUG		SEP	2,500	OCT	2,500	NOV 2,500
MAY DEC 2,500	JUN Year 2002	JAN	JUL	FEB	AUG	MAR	SEP	2,500 APR	OCT	2,500 MAY	NOV 2,500
	Year 2002 TITY CON ALL NOT I R THIS ITE 86.02 DEL G (APR 198 es and serv es designat y orders are his contract lelivery order tritten telec	TRACTOR S BE REQUIRE EM (NET TO IVERY ORD 34) rices to be fur- ed in the Sche e subject to the t, the contract er is consider ommunicatio	HALL BE ED TO MA NS): 3,50 ER LIMIT nished und edule. Suce te terms an shall con ed "issued ns only if	E OBLIGATE  AKE ANY DI  O per monta  rATIONS.  der this contra  ch orders may  nd conditions  ttrol.  I'' when the Ca  authorized in	ED TO FURELIVERIES th.  act shall be be issued to softhis conformation of the conforma	RNISH (NET S UNDER T c ordered by in from <b>01 May</b> ntract. In the	T TONS): 1  THIS ITEM A sissuance of or y 2001 through the event of color or color or color or the corder in the c	APR  .* Except AFTER: 31 *** Except elivery ord ugh 30 Ap onflict betw	ot as provid May 2002 pt as providers by the Dril 2002.	MAY  led by clause 1, ** ded by clause	1209.13

### MALMSTROM AIR FORCE BASE, MT THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM 0009 (THIS IS ALTERNATE OF LINE ITEM 0009a)

OFFEROR'S NAME:		OFFEROR OFFERS:	
OTHER COSTS, if any: _\$	ON FOB RAILCARS AT DESTINATION (IDENTIFY		(Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES Moisture, as received  Volatile Matter, dry		S ITEM: J., dry Min. C., degrees F Min.	( ) SAMPLES M: V:
•			
Ash, dry	% Max. F.S.I.		A:
Sulfur, dry	% Max. Hardg	grove Grind. Min.	S:
Screen Size:	Max. % Retained On	Max. % Passing Through	AST:
R.H. Scr			FSI:
R.H. Scr	een		HG:
NAME OF MINE STATE PERMIT NO.	TYPE SEAM TIPPLE/LO	OCATION LABORATORY/LOCATIO	N SHIPPING POINT/RR
	R NET TON AND TARIFF AUTHORITY: IS RESERVED FOR DESC USE. OFFER		LE CONVEYANCE AND PROVIDE DETAILS
100% 1.00	FOB MINE	\$.	( ) RESP
M% - <u>0.</u>	FREIGHT +	\$.	( ) NONRESP
DRY, BTU	FOB RAIL DEST.	\$.	( ) REJ
X	FP/OT FAC +	\$ .	LB/SBLSA GROUP
ARBTU	HAND/ADM + \$	\$ <u>.</u>	FOR DESC-OT DIVISION USE
(rounded) x <u>2,000</u>	TOTAL	\$ <u>.</u>	
(A)	(rounded) x	100	
( <u>A</u> ) = (B) ====================================			
	Calculated By (Sign	nature)	
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	Verified By (Signatura)	ure)	

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. 0009a (This is alternate of Line Item No. 0009)

REQUISITION/DATE: SCO600-00-0676/11 Sept 00

INSTALLATION: <u>MALMSTROM AIR FORCE BASE, MT</u> (This is the same as item 0009. Offeror is urged to ascertain method and location of delivery by contacting Ken Koger, phone (406) 731-6431).

RAILHEAD AND SERVING RAILROAD, if applicable: N/A

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received

Volatile Matter, dry

Ash, dry

TRANSPORTATION EQUIPMENT FOR THIS ITEM: <u>Truck</u>

OFFERED PRICES SHALL BE PER NET TON: Delivered to destination by truck and unloaded as directed. \*Maximum allowable level of sodium oxide Na20 is 3.0%. ASTM Test Method D3682 shall be used to test sodium oxide. A test is only required for the first shipment as long as the mine does not change. When submitting an offer on this location, offeror is required to submit an independent laboratory analysis of coal offered, showing that the mine meets sodium requirements. Maximum number of trucks is 24 per day.

B.T.U., dry

A.S.T., degrees F

Sodium Oxide

(Na20)

Min. 12,000

Min. 2440

Max. 3.0\*

COAL SIZE: 11/4 X 1/4" Non-Oil Based Freeze Conditioning (All Coal)

% Max. 12.0 %Min 7.0

%Min 33.0

% Max. **20.0** 

% Max. **47.0** 

Sulfur, dry % Max. 1.0						rdgrove Grii	nd.	Min					
Screen Size:	en Size: Max. % Retained On 1 1/4" R.H. Screen 5.0%						sing T	<u>'hrough</u>					
	H. Screen		5.0%	<u>'</u>	-	5	.0%		_				
TOTAL ESTIMATE	D REQUI	REMENT (N	ET TONS	):. <u>10,000</u>		<u></u>			_				
	rs are solicite , this item w	ed only for the u	nreserved q with the ap	uantity. As star plicable bidder	ted in <u>Claus</u> s under this	solicitation i	n acco		oes not result in a				s for the
ESTIMATED MONT FURNISH (NET TO		NTRACTOR S	SHALL B	E OBLIGATI	ED TO	Year 2001	JA	N	FEB		MAR	AI	PR
MAY	JUN		JUL		AUG			SEP	2,500	OCT	2,500	NOV	2,500
DEC 2,500	Year 2002	JAN		FEB		MAR			APR		MAY	•	
MAXIMUM QUANT	ΓΙΤΥ CON	TRACTOR S	HALL BE	OBLIGATE	D TO FU	RNISH (NE	т то	NS): <u>10</u>	0,000* _* Except as	provide	d by clause I	209 13	
CONTRACTOR SHA	ALL NOT	BE REQUIRE	ED TO MA	KE ANY DE	ELIVERIE	S UNDER	THIS	ITEM A	FTER: 31 Ma	y 2002 :	**		
MAXIMUM ORDER	R THIS ITE	EM (NET TO	NS): 3.500	ner mont	h.				*** Except as	s provide	ed by clause	1209.12	
NOTE: See Clause I	86.02 DEL	IVERY ORD											
I211(F) ORDERING (a) Any suppli			nished und	er this contra	ct shall be	ordered by	icena	nce of de	elivery orders l	ny the			
individuals or activiti	es designat	ed in the Sche	dule. Suc	h orders may	be issued	from <b>01 M</b> a	y 200	01 thro	ugh 30 April	2002.			
(b) All deliver delivery order and the	-	3			of this co	ontract. In t	the ev	ent of co	onflict between	ı a			
(c) If mail, a d					overnment	deposits th	e orde	er in the	mail. Orders	may be			
issued orally or by w										•			
THE FOLLOWING S	SPACE IS F	RESERVED F	OR DESC	USE.									
HANDLING COSTS	s, if applica	able (PER NE	T TON):	Rail: \$					_ Truck: \$ _				
DFSC Form 6.37-S, I	FEB 91 (S	Supersedes JU	N 89 Editi	on									

### MALMSTROM AIR FORCE BASE, MT THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM <u>0009a</u> (THIS IS ALTERNATE OF LINE ITEM <u>0009</u>)

OFFEROR'S NAME:			,	
OFFEROR OFFERS: (total ton	TONS AT \$		PER NET TON TRUC	CK-DELIVERED AT DESTINATION
OTHER COSTS, if any: _\$	(IDENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE				( ) TIPPLE
OFFEROR GUARANTEES THE I	FOLLOWING ANALYSIS F	FOR THIS ITEM:		( ) SAMPLES
Moisture, as received % N	lax.	B.T.U., dry	Min.	M:
Volatile Matter, dry % N	Iax. Min	A.S.T., degrees F	Min.	V:
Ash, dry % N	lax.	FSI	Max.	A:
Sulfur, dry % M	lax.	Hardgrove Grind	Max.	S:
				BTU:
Screen Size:	Max. % Retained On	<u>Max. % </u>	Passing Through	AST:
R.H. Screen				FSI:
R.H. Screen				HG:
NAME OF MINE/ STATE PERMIT NO. TY	PE SEAM TI	IPPLE/LOCATION L.	ABORATORY/LOCATI	ON SHIPPING POINT/RR
CHECK IF MULTIPLE CO. THE FOLLOWING SPACE IS RE			E DO NOT WRITE BELO	OW THIS LINE.
100% 1.00	FOB DEST.	\$.		( ) RESP
M% - <u>0.</u>	FP/OT FAC	+ \$ .		( ) NONRESP
DRY, BTU				( ) REJ
X	HAND/ADM	+ \$		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x 2,000	TOTAL	\$ <u>.</u>		
(A)		100		
( <u>A</u> ) = (B) ====================================	(B)			
	Calculated	By (Signature)		
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	Verified B	y (Signature)		

#### THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE OF SUPPLIES

SP0600-01-R-0005 LINE ITEM NO. <u>0010</u> (This is alternate of Line Item No. N/A

 $REQUISITION/DATE: \underline{SCO600-00-0676/11\,Sept\,00}$ 

INSTALLATION: **TOOELE ARMY DEPOT, UT**.

RAILHEAD AND SERVING RAILROAD, if applicable: NA

TRANSPORTATION EQUIPMENT FOR THIS ITEM: TRUCK

OFFERED PRICES SHALL BE PER NET TON: Delivered to destination by truck and unloaded as directed. Truck deliveries will be

accepted from Mo per day is seven (		rough Thu	ırsday fı	om 6:30 a.ı	m. thro	ugh 5:00 p.	m. Maximu	m number	of truc	cks which can	be accepted
COAL SIZE: <u>1 1/4"</u>	X 1/4" (D	UST SUPPR	ESSION-	ALL COAL)	<u>)</u>						
MINIMUM SPECIFIC	CATIONS	QUALITY I	REQUIRE	<u>D:</u>							
Moisture, as received	% ]	Max. 10.0			В	.T.U., dry	Min	12,000			
Volatile Matter, dry	% ]	Max. 41.0	Min. 3	0.0	Α	S.T., degrees	s F Min	2400			
Ash, dry	% ]	Max. 12.0			F	.S.I.	Max	·		<u>—</u>	
Sulfur, dry	% ]	Max. 1.0			H	lardgrove Grii	nd. Min	·		<u>—</u>	
Screen Size: 1 1/4" R.F	H. Screen	Max	. % Retain			Max. % Pass	sing Through				
	H. Screen				_	1	5%	<del>-</del> -			
TOTAL ESTIMATE	D REQUI	REMENT (N	ET TONS	5):. <u>900</u>							
Administration	s are solicite , this item w	ed only for the u	inreserved o	quantity. As sta pplicable Admir	ted in <u>Cla</u> nistration	use L21.02, if the thing the thick the thick the thick the thing the thick t	e negotiated with	the applicable	bidders u	t with the Small Bu under this solicitati ly requirements bel	on in accordance
ESTIMATED MONT FURNISH (NET TON		NTRACTOR	SHALL B	E OBLIGAT	ED TO	Year 2001	JAN	FEB		MAR	APR
MAY	JUN		JUL		AUG	900	SEP		OCT		NOV
DEC	Year 2002	JAN		FEB		MAR		APR		MAY	
MAXIMUM QUANT	TITY CON	TRACTOR S	SHALL BI	E OBLIGATE	ED TO F	JRNISH (NE	T TONS): _90		provide	d by clause I209	.13
CONTRACTOR SHA	ALL NOT	BE REQUIR	ED TO MA	AKE ANY DI	ELIVERI	ES UNDER				<u>**</u> led by clause I20	9.12
MAXIMUM ORDER NOTE: See Clause IS					onth.						
I211(F) ORDERING  (a) Any supplice individuals or activities (b) All delivery	es and serves designat	vices to be fur ed in the Sch	edule. Suc	h orders may	be issued	d from <u>01 Ma</u>	y 2001 throu	gh <u>30 Apri</u>	2002.		
delivery order and th  (c) If mail, a delissued orally or by wi	is contrac elivery ord	t, the contrac er is consider	t shall con ed "issued	trol. " when the G	overnme	nt deposits th	e order in the i				
THE FOLLOWING S	PACE IS I	RESERVED I	OR <u>DESC</u>	USE.	ine sene	(17116.	2.210 10)	T1 ¢			
HANDLING COSTS DFSC Form 6.37-S, F								Truck: \$			

### TOOELE ARMY DEPOT, UT THIS ITEM IS UNRESTRICTED

#### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM 0010 (THIS IS ALTERNATE OF LINE ITEM <u>N/A.)</u>

OFFEROR'S NAME:					
OFFEROR OFFERS:(tot	tal tons offered	ΓONS AT \$ l)		PER NET TON TRUCK-	DELIVERED AT DESTINATION
OTHER COSTS, if any: \$	(IDE	NTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE			·		( ) TIPPLE
OFFEROR GUARANTEES	THE FOLLOV	VING ANALYSIS FO	OR THIS ITEM:		( ) SAMPLES
Moisture, as received	% Max.		B.T.U., dry	Min.	M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	
Ash, dry	% Max.		FSI	Max.	A:
Sulfur, dry	% Max.		Hardgrove Grind	Max.	S:
					BTU:
Screen Size:	<u>M</u>	Iax. % Retained On	<u>Max. % 1</u>	Passing Through	AST:
R.H. Sci	reen				FSI:
R.H. Sci	reen				HG:
NAME OF MINE/ STATE PERMIT NO.		SEAM TII	- PPLE/LOCATION L.	ABORATORY/LOCATION	SHIPPING POINT/RR
CHECK IF MULTIPL					
THE FOLLOWING SPACE	IS RESERVE	D FOR DESC USE.	OFFERORS: PLEASE	DO NOT WRITE BELOW	THIS LINE.
100% 1.00		FOB DEST.	\$.		( ) RESP
M% - <u>0.</u>	-	FP/OT FAC	\$.		( ) NONRESP
DRY, BTU					( ) REJ
Х	-	HAND/ADM	+ \$		LB/SBLSA GROUP FOR DESC-OT DIVISION USE
ARBTU (rounded) x 2,000		TOTAL	\$ <u>.</u>		
(A)			100		
( <u>A</u> ) = (B) ================================	·	3)			
ARBTU PER 1¢ DEST					
		Calculated 1	By (Signature)		
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Editio	n	Verified By	(Signature)		

### THIS ITEM IS A 100% SMALL BUSINESS SET ASIDE

SECTION B SCHEDULE OF SUPPLIES **SP0600-01-R-0005** LINE ITEM NO. <u>0011</u>

LINE ITEM NO. <u>001</u> (This is alternate of Line Item No. <u>0011a</u>

C	E: <b>SCO</b>	600-00-0676/11	Sept 00									
INSTALLATION: <u>U</u>	J.S. Cap	oitol Power Pla	ant, Was	shington, D.C	C. (USCP	<b>P</b> )		<u>.</u>				
RAILHEAD AND SE RAILROAD, if applic		rchitect of the C	Capitol/ C	SXT RR								
TRANSPORTATIO	N EQUII	PMENT FOR T	HIS ITE	M: 100 ton H	lopper Bo	ottom Railcar	rs.					
OFFERED PRICES S USCPP. 24 hour de												<u>ıt</u>
COAL SIZE: <u>1 1/2"</u> <u>December 01, 2000</u>							Non Oil Ba	ased Freeze (	<u>Conditi</u>	oning on de	liveries from	
CONTRACTOR_GU	ARANT	EES_THE_FOL	LOWING	G_ANALYSIS	<u>\:</u>							
Moisture, as received	9/	6 Max. 5.0			В.	T.U., dry	Min.	13,650		<u>_</u>		
Volatile Matter, dry	%	Max. 40.5	Min. 3	30.0	A.:	S.T., degrees F	Min.	2450		<u>_</u>		
Ash, dry	%	6 Max. 8.0	Min. 4	1.5	F.S	S.I.	Max	7.0				
Sulfur, dry	%	6 Max. 1.0			На	ardgrove Grind	Min.			_		
Screen Size: 1 1/2" R.1	H. Screer		. % Retai	ined On 0%	1	Max. % Passin	g Through					
	H. Screen	1			_	15.0	)%	<u>-</u>				
TOTAL ESTIMATE	D REQU	JIREMENT (N	ET TON	S): 16.25	Λ							
					<u>u</u>							
Administration	s are solic , this item	ited only for the u	nreserved I with the a	le (NET TONS quantity. As sta applicable bidder	S): <u>See (</u> ted in Clausers under this	se L21.02, if the r s solicitation in a					Business equirements for the	e
NOTE: Offeron	rs are solice, this item ty will be	ited only for the u will be negotiated approximately the	nreserved I with the a e same as th	le (NET TONS quantity. As sta applicable bidder ne estimated mon	S): <u>See (</u> ted in Clausers under this nthly requir	se L21.02, if the r s solicitation in a ements below.						e
NOTE: Offeror Administration reserved quant	rs are solice, this item ty will be	ited only for the u will be negotiated approximately the	nreserved I with the a e same as th	le (NET TONS quantity. As sta applicable bidder ne estimated mon	S): <u>See (</u> ted in Clausers under this nthly requir	se L21.02, if the r s solicitation in a ements below.	eccordance wi	th the provisions		use. Monthly r	equirements for the	
NOTE: Offeror Administration reserved quant ESTIMATED MONT FURNISH (NET TO)	s are solic, this item ity will be FHLY CONS): JUN Year	ited only for the u will be negotiated approximately the	nreserved I with the a same as th SHALL F	le (NET TONS quantity. As sta upplicable bidder ne estimated mon	S): See ( ted in Clauses under this athly requir ED TO	se L21.02, if the r s solicitation in a ements below.  Year 2001	JAN SEP	th the provisions	of the cla	use. Monthly r	APR	
NOTE: Offeron Administration reserved quant ESTIMATED MONT FURNISH (NET TOI MAY 1,050	s are solic, this item ty will be FHLY CONS): JUN Year 2002	oited only for the use will be negotiated approximately the ONTRACTOR Section 1900	nreserved I with the a same as th SHALL E JUL JUL	le (NET TONS quantity. As sta upplicable bidder ne estimated mon BE OBLIGATION FEB 2,10	S): See ( ted in Clauses under this othly requir ED TO AUG	se L21.02, if the r s solicitation in a ements below.  Year 2001 900	JAN SEP	FEB 900  APR 1,25 250**	OCT	MAR  1,050  MAY	APR NOV 1,500	
NOTE: Offeron Administration reserved quant ESTIMATED MONT FURNISH (NET TO! MAY 1,050  DEC 2,100	s are solic, this item ty will be THLY CONS):  JUN  Year 2002	ited only for the u will be negotiated approximately the ONTRACTOR South State of	nreserved with the a same as the SHALL F	le (NET TONS quantity. As sta upplicable bidder ne estimated mon BE OBLIGATI  900  FEB 2,10  E OBLIGATE	S): See ( ted in Clauses under this othly required the AUG  AUG  DO TO FU	Year 2001 900 MAR 1,50	JAN SEP 00 TONS): 16,	FEB  900  APR 1,25  250**  **Except as processed as proce	OCT OCT orovided y 2002*	MAR  1,050  MAY  by clause I20 ***	APR NOV 1,500	
NOTE: Offeron Administration reserved quant  ESTIMATED MONT FURNISH (NET TO) MAY 1,050  DEC 2,100  MAXIMUM QUANT CONTRACTOR SHA MAXIMUM ORDER	rs are solic, this item ty will be FHLY CONS):  JUN  Year 2002 FITY CONLL NO	pited only for the use will be negotiated approximately the contractor of the contra	nreserved with the a same as the SHALL F  JUL  HALL B  ED TO M  NS): 5.2	le (NET TONS quantity. As sta upplicable bidder ne estimated mon BE OBLIGATI  900  FEB 2,10  E OBLIGATE  AKE ANY DE	S): See ( ted in Clauses under this othly required the second text of	Year 2001 900 MAR 1,50	JAN SEP 00 TONS): 16,	FEB 900  APR 1,25 250** **Except as p	OCT OCT orovided y 2002*	MAR  1,050  MAY  by clause I20 ***	APR NOV 1,500	
NOTE: Offeron Administration reserved quant  ESTIMATED MONT FURNISH (NET TO) MAY 1,050  DEC 2,100  MAXIMUM QUANT CONTRACTOR SHA	rs are solic, this item ty will be FHLY CONS):  JUN  Year 2002 FITY CONLL NO THIS I' e 186.02	JAN 2,10 DNTRACTOR S  BE REQUIRE TEM (NET TO) DELIVERY OF	nreserved with the a same as the SHALL F  JUL  HALL B  ED TO M  NS): 5.2	le (NET TONS quantity. As sta upplicable bidder ne estimated mon BE OBLIGATI  900  FEB 2,10  E OBLIGATE  AKE ANY DE	S): See ( ted in Clauses under this othly required the second text of	Year 2001 900 MAR 1,50	JAN SEP 00 TONS): 16,	FEB  900  APR 1,25  250**  **Except as processed as proce	OCT OCT orovided y 2002*	MAR  1,050  MAY  by clause I20 ***	APR NOV 1,500	
NOTE: Offeror Administration reserved quantities and the second of the s	rs are solic, this item ty will be THLY CONS):  JUN  Year 2002 TITY CO ALL NO'  THIS I' e 186.02 G (APR 1 es and se es design orders a is contra elivery o	pited only for the universited only for the universited only for the universited approximately the ONTRACTOR S  900  JAN 2,10  ONTRACTOR S  T BE REQUIRE  TEM (NET TO: DELIVERY OF 984)  rvices to be furniated in the Schedare subject to the contract order is consider	nreserved with the a same as the same as the SHALL F.  JUL  DO  HALL B.  ED TO M.  NS): 5.2  RDER LII  nished un dedule. Sure terms a shall cored "issue ed "issue.	le (NET TONS quantity. As sta upplicable bidder ne estimated mon BE OBLIGATI  900  FEB 2,10  E OBLIGATE  AKE ANY DE  MITATIONS.  der this contra ch orders may and conditions nero.  d" when the G	S): See ( ted in Clauses under this inthly required to the control of the control	Year 2001  Year 2001  MAR 1,50  RNISH (NET THE CONTRACT OF THE	JAN  SEP  TONS): 16, HIS ITEM A  suance of de 2001 throw event of co	FEB  900  APR 1,25  **Except as provisions  **Except as provisions  ***Except as provisions	OCT OCT OCT Orovided y 2002* provide	MAR  1,050  MAY  by clause I20 ***	APR NOV 1,500	
NOTE: Offeror Administration reserved quantities and the served quanti	rs are solic, this item ty will be FHLY CONS):  JUN  Year 2002  FITY CON ALL NO CONTROL THIS I'C CONTROL THIS CONTROL	JAN 2,10 DNTRACTOR S T BE REQUIRE TEM (NET TO) DELIVERY OF 984)  rvices to be furnated in the Sche are subject to the contract rder is consider ecommunication.	nreserved with the a same as the same as the SHALL F.  SHALL F.  JUL  HALL B.  ED TO M.  NS): 5.2  RDER LII  nished un the dule. Sure the terms a set that I could be the same as the same as shall could be shall	guantity. As sta upplicable bidder ne estimated mon BE OBLIGATI  900  FEB 2,10  E OBLIGATE  AKE ANY DE  AKE ANY DE  MITATIONS.  der this contra ch orders may and conditions ntrol. d" when the G  authorized in	S): See ( ted in Clauses under this inthly required to the control of the control	Year 2001  Year 2001  MAR 1,50  RNISH (NET THE CONTRACT OF THE	JAN  SEP  TONS): 16, HIS ITEM A  suance of de 2001 throw event of co	FEB  900  APR 1,25  **Except as provisions  **Except as provisions  ***Except as provisions	OCT OCT OCT Orovided y 2002* provide	MAR  1,050  MAY  by clause I20 ***	APR NOV 1,500	

# U.S CAPITOL POWER PLANT, WASHINGTON, D.C. 100% SMALL BUSINESS SET ASIDE

# SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT DESTINATION)

SP0600-01-R-0005 LINE ITEM 0011 (THIS IS ALTERNATE OF LINE ITEM 0011a)

OFFEROR'S NAME:				OFFEROR OFFERS:	
AT \$NET T OTHER COSTS, if any: _\$ COAL SIZE	(ID	ENTIFY	)		(Total tons offered)  FOR DESC USE ONLY DOE DATA:  ( ) TIPPLE
OFFEROR GUARANTEES Moisture, as received	THE FOLLO % Max.	WING ANALYSIS FO	OR THIS ITEM: B.T.U., dry	Min.	( ) SAMPLES M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	_ V:
Ash, dry	% Max.		F.S.I.	Max	_ A:
Sulfur, dry	% Max.		Hardgrove Grind.	Min.	S:
	_				- BTU:
Screen Size:	<u>1</u>	Max. % Retained On	<u>Max. % P</u>	assing Through	AST:
R.H. Sc	<u></u>				FSI:
R.H. Sc	reen				HG:
NAME OF MINE STATE PERMIT NO.	TYPE	SEAM TIF	PPLE/LOCATION LA	BORATORY/LOCATION	SHIPPING POINT/RR
RAIL FREIGHT RATE PE THE FOLLOWING SPACE  100% 1.00 M% - 0.	IS RESERVE		OFFERORS: PLEASE		E CONVEYANCE AND PROVIDE DETAILS THIS LINE.  ( ) RESP ( ) NONRESP
DRY, BTU		FOB RAIL DEST			( ) REJ
ARBTU (rounded) x		TOTAL	\$ . + \$ \$100		LB/SBLSA GROUP  FOR DESC-OT DIVISION USE
( <u>A</u> ) = (B) ====================================				_	
		Calculated I	By (Signature)		
DFSC 6.37-R, Jun 87 (Supersedes Nov 83 Edition	on)	Verified By	(Signature)	_	

### THIS ITEM IS A 100% SMALL BUSINESS SET ASIDE

### $\underline{SP0600\text{-}01\text{-}R\text{-}0005}$

SECTION B SCHEDULE OF SUPPLIES

LINE ITEM NO.  $\underline{0011a}$  (This is alternate of Line Item No.  $\underline{0011}$ 

REQUISITION/DATE: S	CO600-00-0676/1	1 Sept 00								
INSTALLATION: U.S.	Capitol Power Pl	ant, Washington, D.	C. (USCPP)		<u></u>					
RAILHEAD AND SERVI	NG RAILROAD, if	f applicable: N/A								
TRANSPORTATION EQ OFFERED PRICES SHAI COAL SIZE: 11/2" X 3, December 01, 2000 thro	LL BE PER NET T <b>/8'', Non Oil-Bas</b>	ON: <u>FOB Destination</u> ed Dust Suppressan	n delivered an t on all delive	d unloaded	l as direc	ted.			-	
CONTRACTOR GUARA	ANTEES THE FOI	LLOWING_ANALYSI	<u>S:</u>							
Moisture, as received	% Max. <b>5.0</b>		B.T.U.	, dry	Min.	13,650		_		
Volatile Matter, dry	% Max. 40.5	Min. 30.0	A.S.T.	degrees F	Min.	2450		<u> </u>		
Ash, dry	% Max. 8.0	Min. <b>4.5</b>	F.S.I.		Max.	7.0		_		
Sulfur, dry	% Max. 1.0		Hardgı	ove Grind	Min.			_ _		
Screen_Size:	Max	x. %_Retained_On	Max	_%_Passing	Through					
1 1/2" R.H. Sc 3/8" R.H. Sc		5.0%		15.0%						
TOTAL ESTIMATED RI		NET TONS): <u>16,25</u>	50	15.076						
NOTE: Offerors are Administration, this reserved quantity wil	ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02  NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.  ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO Year JAN FEB MAR APR									
FURNISH (NET TONS):			_	2001						
MAY 1,050 JU	N 900	JUL 900	AUG 900	)	SEP 9	900	OCT	1,050	NOV	1,500
DEC 2,100 Ye	· · · · · · · · · · · · · · · · · · ·	00 FEB 2,1	00 N	IAR <b>1,500</b>		APR 1,2	50	MAY	•	
MAXIMUM QUANTITY	CONTRACTOR S	SHALL BE OBLIGATI	ED TO FURNI	SH (NET TO			provided	l by clause I2	209 13	_
CONTRACTOR SHALL	NOT BE REQUIR	ED TO MAKE ANY D	ELIVERIES U	NDER THIS	ITEM AF	TER: 31 M	ay 2002*	***		
***Except as provided by clause I209.12  MAXIMUM ORDER THIS ITEM (NET TONS): _5,200 per month.  NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.  I211(F) ORDERING (APR 1984)										
individuals or activities des		rnished under this contredule. Such orders may	be issued fron							
delivery order and this co	ders are subject to tentract, the contractry order is consider	the terms and condition t shall control. red "issued" when the C	Government de	oct. In the evocits the ord	ent of con	nflict between nail. Orders	may be			

#### <u>U.S. CAPITOL POWER PLANT, WASHINGTON, D.C.</u> 100% SMALL BUSINESS SET ASIDE

### SECTION B SCHEDULE (TRUCK)

SP0600-01-R-0005 LINE ITEM 0011a (THIS IS ALTERNATE OF LINE ITEM 0011)

OFFEROR'S NAME:				·	
OFFEROR OFFERS:(tot	al tons offe	TONS AT \$		PER NET TON T	RUCK-DELIVERED AT DESTINATION
OTHER COSTS, if any: _\$	(I	DENTIFY	)		FOR DESC USE ONLY DOE DATA:
COAL SIZE:					( ) TIPPLE
OFFEROR GUARANTEES	THE FOLL	OWING ANALYSIS FO	OR THIS ITEM:		( ) SAMPLES
Moisture, as received	% Max.		B.T.U., dry	Min.	M:
Volatile Matter, dry	% Max.	Min	A.S.T., degrees F	Min.	V:
Ash, dry	% Max.	Min	F.S.I	Max.	A:
Sulfur, dry	% Max.		Hardgrove Grind	Max.	S:
					BTU:
Screen Size:		Max. % Retained On	<u>Max. % I</u>	Passing Through	AST:
R.H. Scr	een				FSI:
R.H. Scr	een				HG:
NAME OF MINE/ STATE PERMIT NO.	TYPE	SEAM TIP	PDI E/I OCATION I	A RODATORV/I OC	ATION SHIPPING POINT/RR
CHECK IF MULTIPL		YANCE AND PROVID ED FOR DESC USE. (		DO NOT WRITE B	EELOW THIS LINE.
100% 1.00		FOB DEST.	\$.		( ) RESP
M% - 0.	_	FP/OT FAC +			( ) NONRESP
DRY, BTU					( ) REJ
X	-	HAND/ADM	+ \$		LB/SBLSA GROUP
ARBTU (rounded) x 2,000		TOTAL	\$ <u>.</u>		FOR DESC-OT DIVISION USE
(A)			100		
(A) = (B) ====================================		(B)			
		Calculated I	By (Signature)		
DFSC 6.37-T, Jun 87 (Supersedes Nov 83 Edition	n	Verified By	(Signature)		

# K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
  - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) TAXPAYER IDENTIFICATION NUMBER (TIN).

[ ]	'IN:
[ ] T	TN has been applied for.
[ ]	IN is not required because:
[	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
connected with the conduct o	f a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
]	Offeror is an agency or instrumentality of a foreign government;
]	] Offeror is an agency or instrumentality of a Federal, state, or local government;
]	Other. State basis.
(4) <b>TYPE</b>	OF ORGANIZATION.
[ ] S	ole proprietorship;
[ ] P	Partnership;
[ ] (	Corporate entity (not tax-exempt);
[ ] (	Corporate entity (tax-exempt);
[ ] (	Government entity (Federal, State, or local);
[ ] F	Foreign government;
	nternational organization per 26 CFR 1.6049-4;
[ ] (	Other:
(5) <b>COM</b>	MON PARENT.
[	] Offeror is not owned or controlled by a common parent.
[	] Name and TIN of common parent:
	Name
	TIN
	1111

(c) Offerors must complete the following representations when the resulting contract is to be performed inside territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that	,
(1) <b>SMALL BUSINESS CONCERN.</b> The offeror represents as part of its offer that it	
[ ] is [ ] is not	
a small business concern.	
(2) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represent business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it-	
[ ] is [ ] is not	
a small disadvantaged business concern as defined in 13 CFR 124.1002.	
$(3) \ \ WOMEN-OWNED\ SMALL\ BUSINESS\ CONCERN.\ (Complete\ only\ if\ the\ offeror\ represents\ business\ concern\ in\ paragraph\ (c)(1)\ of\ this\ provision.)\ \ The\ offeror\ represents\ that\ it$	ed itself as a small
[ ] is [ ] is not	
a women-owned small business concern.	
NOTE: Complete paragraphs $(c)(4)$ and $(c)(5)$ only if this solicitation is expected to exceed the sin threshold.	mplified acquisition
(4) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph of the offeror represents that it -	= -
[ ] is	
a woman owned business concern.	
(5) <b>TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.</b> If this is an invitation for bid may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or amount to more than 50 percent of the contract price.	
(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTR AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for	DEMONSTRATION
(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging the four designated industry groups (DIGs)). The offeror represents as part of its offer that it  [  ] is  [ ] is not	small businesses in one of
an emerging small business.	

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

- (A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

[ ] has not

(Check one of the following:)	
NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[ ] 50 or fewer	[ ] \$1 million or less
[ ] 51 - 100	[ ] \$1,000,001 - \$2 million
[ ] 101 - 250	[ ] \$2,000,001 - \$3.5 million
[ ] 251 - 500	[ ] \$3,500,001 - \$5 million
[ ] 501 - 750	[ ] \$5,000,001 - \$10 million
[ ] 751 - 1,000	[ ] \$10,000,001 - \$17 million
[ ] Over 1,000	[ ] Over \$17 million
disadvantaged status.)  (i) GENERAL. The offeror represents that  (A) It	either
[ ] is	
representation, as a certified small disadvantaged business concern that no material change in disadvantaged ownership and control has	ration as a small disadvantaged business concern and identified, on the date of this in the database maintained by the Small Business Administration (PRO-Net), and a occurred since its certification, and, where the concern is owned by one or more dividual upon whom the certification is based does not exceed \$750,000 after 24.104(c)(2); or
[ ] has	

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_

(8) (Co check the category in whice	mplete if the offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall h its ownership falls:
]	] Black American
]	] Hispanic American
]	] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
[	Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Ţ	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
]	] Individual/concern, other than one of the preceding.
[	is ont
Concerns Maintained by th	JBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business e Small Business Administration, and no material change in ownership and control, principal place of ownership, or ntage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
(ii) I	t
1 1	] is ] is not
provision is accurate for th	nt venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this e HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the Zone small business concern or concerns that are participating in the joint venture:

 $\label{lem:eq:condition} \textbf{Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.}$ 

	RESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE
ORDER 11246.	AND COMPLIANCE THE CC
(i) It	AND COMPLIANCE. The offeror represents that
(1) 11	
[ ] has	
[ ] has not	
participated in a previous cont (ii) It	tract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and
[ ] has [ ] has not	
filed all required compliance re	ports.
(2) <b>AFFIRMATIVE ACTION C</b> (i) It	OMPLIANCE. The offeror represents that
[ ] has developed and ha [ ] has not developed and	
at each establishment, affirmat Subparts 60-1 and 60-2), or	rive action programs required by rules and regulations of the Secretary of Labor (41 CFR
(ii) It	
[ ] has not previously har regulations of the Secretary of Labor.	d contracts subject to the written affirmative action programs requirement of the rules and
(Applies only if the contract is expected to exceed that no Federal appropriated funds have been paid or any agency, a Member of Congress, an officer or empowith the award of any resultant contract.	G PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).  1 \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief will be paid to any person for influencing or attempting to influence an officer or employee of ployee of Congress or an employee of a Member of Congress on his or her behalf in connection
only if DFARS clause 252,225-7007, TRADE AG	E AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies REEMENTS ACT, is incorporated by reference in this solicitation.)
(1) The offeror certifies that	he end products listed in subparagraph (2) below, is a domestic end product (as defined in the
	MENTS PROGRAM clause of this solicitation); and
	origin are considered to have been mined, produced, or manufactured outside the United States or
a qualifying country.	
	certify all end products that are not domestic end products.
(1) The offeror certifies that the "domestic end product":	ne following supplies qualify as "U.Smade end products" but do not meet the definition of
(Insert line item no.)	
(ii) The offeror certifies that the	ne following supplies are qualifying country end products:
(Insert line item no.)	(Insert country of origin)

(iii)	The offeror certifies that the	he following supplies are qualify as design	nated country end products:
	(Insert line item no.)		(Insert country of origin)
(iv)	The offeror certifies that the	he following supplies qualify as Caribbear	n Basin country end products:
	(Insert line item no.)		(Insert country of origin)
(v)	The offeror certifies that	the following supplies qualify as NAFTA	country end products:
	(Insert line item no.)		(Insert country of origin)
(vi)	The offeror certifies that	the following supplies are other nondesign	nated country end products:
	(Insert line item no.)		(Insert country of origin)
		(LIST AS NECESSARY)	
TRADE AGREEMENT (1) The (i) BUY AMERICAN ACT (ii) a qualifying country. (2) The	(NAFTA) IMPLEMENT e offeror certifies that Each end product, except to AND BALANCE OF PAY Components of unknown of	TATION ACT, clause is incorporated by the end products listed in subparagraph (2) YMENTS PROGRAM clause of this solic origin are considered to have been mined, p	) below, is a domestic end product (as defined in the sitation); and produced, or manufactured outside the United States or
	(Insert line item number)		
(ii)	The offeror certifies that the	he following supplies are qualifying count	ry (except Canada) end products:
	(Insert line item number)		(Insert country of origin)
(iii)	The offeror certifies that t	the following supplies qualify as NAFTA	country end products:
	(Insert line item number)		(Insert country of origin)
(iv)	The offeror certifies that the	he following supplies are other non-NAFT	TA country end products:
	(Insert line item number)		(Insert country of origin)

#### (LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

 $(h) \ \ \textbf{CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)}.$ 

ORDER 12549).	
	The offeror certifies, to the best of its knowledge and belief, that
	(1) The offeror and/or any of its principals
	[ ] are [ ] are not
and	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
	(2) [ ] Have or [ ] Have not,
subcontract; viol	within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of all offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or ation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, ion or destruction of records, making false statements, tax evasion, or receiving stolen property; and
	[ ] are or [ ] are not
	presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offense

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. (FAR 52.212-3/Alts I/III)

#### K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) **DEFINITIONS.** As used in this clause-
- (1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.
  - (b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it-
    - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

#### K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if avapersons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quote	,
the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or q	uotations.
(DESC 52.215-9F28)	

#### K38 AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)

- (a) For each mine from which the offeror proposes to supply coal under this solicitation, the offeror is required to submit WITH THE OFFER one properly-executed DESC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION, except as provided in (b) below. The Mine Form is attached to this solicitation. It shall be completed and signed by an authorized official of the Operating Company. The **authorized official of the Operating Company** means that individual who is authorized to commit the coal for sale on behalf of the Operating Company and/or the Mine Owner. The Government reserves the right to reject any offer if the applicable Mine Form has not been received with the offer. Further, the Government reserves the right to verify the statements made in the Mine Form prior to award and, in the case of erroneous statements, an offer based on that Mine Form may be rejected. In the event that the Contractor requests that additional mine(s) be added after contract award, one properly-executed Mine Form for each mine shall be furnished by the Contractor at the time of this request.
- (b) In the event that the proposed mine is owned by the offeror or by a subsidiary, division, or affiliate of the offeror, DESC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION, will not be required for that mine. However, in such case, the offeror shall state below the mine(s) exempted by this paragraph (b):

(c) Offerors who offer coal from tipples or preparation plants must clearly identify the mine source(s) and must provide a properly executed AUTHORIZATION AND MINE DESCRIPTION form signed by an authorized official of the Operating Company and/or the Mine Owner providing the coal.

(DESC 52.208-9F15)

# K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
  - (ii) Holding a management position in the firm, such as director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
  - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets

of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

K85 Cont.' SP0600-01-R-0005

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

#### (c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

#### INSTRUCTIONS, CONDITIONS AMD NOTICES TO OFFERORS

# L21.02 PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DESC OCT 1993)

(a) The following requirements have been reserved for negotiation under the provisions of section 8(a) of the Small Business Act (Public Law 85-536). This quantity represents fifty percent of the requirements for the installation(s) listed.

<u>ITEM</u>	INSTALLATION	QUANTITY
0001	NSWC, Indian Head, MD	30,000
0002	NAB, Little Creek, VA	10,800
0003	MCB, Camp Lejeune, NC	18,000
0004	MCAS, Cherry Point, NC	7,300
0007	Rock Island Arsenal, IL	14,000
0008	Red River Army Depot, TX	10,250
0011	U.S. Capitol Power Plant, Washington, DC	16,250

(b) If this reservation does not result in a contract with the Small Business Administration, these items will be negotiated with the applicable bidders under this solicitation in accordance with the following procedures:

#### (1) **DETERMINING ELIGIBILITY.**

- (i) To be eligible to participate in the failed 8(a) reserved portion of this procurement, a concern must have submitted a responsive offer on the unrestricted items.
- (ii) The Government reserves the right not to award to any concern who submitted a token offer or attempted by any other device to secure an unfair advantage over other offerors.

#### (2) **DETERMINING PRIORITY FOR AWARD.**

Labor surplus concerns and other business concerns eligible under (1) above will participate in the following order of

- Group 1. Labor Surplus Area (LSA) concerns that are also small business concerns.
- Group 2. Other LSA concerns.
- Group 3. Small business concerns that are not LSA concerns.
- Group 4. Other business concerns that are not LSA concerns.

Within each of the above groups, offers will be requested from concerns in the order of their offers, beginning with the lowest responsive offer. Concerns may offer less than the failed portion(s).

#### (3) **DETERMINING THE AWARD PRICE.**

#### (i) GENERAL RULE.

priority:

Subject to the exceptions listed in (ii) and (iii) below, awards of the failed portions shall be made at the highest unit price for each item awarded under the Schedule, adjusted to reflect transportation, rent-free use of

L21.02 Cont.' SP0600-01-R-0005

Government property, and other cost factors considered in evaluating bids on the Schedule portion. The award price shall be subject to the same discount terms used in the evaluation of the highest award price for a Schedule item.

#### (ii) AWARD PRICE INVOLVING FOREIGN END PRODUCTS.

(A) When the highest award price on the Schedule item is established by an award for a foreign end product, the award price for the failed portion shall be the award price on the Schedule item as adjusted in

evaluating the offer submitting the foreign end product for award under applicable Buy American procedures, except for awards on the failed portion to concerns offering foreign end products, in which case the general rule applies.

(B) Award to a concern offering a foreign end product when the highest award price on the Schedule portion is established by a domestic source end product shall be at a price which, after application of the evaluation factors used under Buy American procedures for determining eligibility of a foreign end product for award, is equal to the highest award price on the Schedule portion, adjusted to reflect transportation and other factors considered in evaluating the offers.

#### (iii) OBTAINING OFFERS AND PROCESSING AWARDS.

(A) When an unaccepted low offer is not involved -- If there is no unaccepted low offer meeting the criteria in (B) below, eligible concerns in the order of priority in (2) above will be requested to offer on the failed quantity at the highest unit price awarded on the Schedule portion. Concerns may offer less than the total failed portion, provided that if any part of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.

(B) When an accepted low offer is involved -- If (a) a responsive offer is submitted on the Schedule portion at a unit price which, when adjusted, is lower than the adjusted highest unit price awarded on the Schedule portion, but cannot be accepted (e.g., because of "all-or-none" or other quantity limitations, or because the bidder is nonresponsible), and (b) at the time of negotiation for the failed portion, the offer could be accepted (e.g., because the failed quantity is large enough that the quantity limitations could be complied with, or because the bidder has now become responsible), then the following procedures shall be followed:

**Step One.** Eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) will be requested to offer, at the adjusted unit price of the unaccepted bid, a quantity of the failed portion equal to the quantity of the unaccepted offer.

**Step Two.** If no eligible concern will offer to take the entire quantity of the unaccepted offer, then all eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) shall be requested to offer on any lesser

portion at the same price, until either the entire quantity is awarded or all eligible concerns refuse any further portions of such quantity.

**Step Three.** Steps Four, Five, and Six are applicable to the remaining failed portion regardless of whether any quantity under Step Two is not awarded after all eligible concerns have been afforded an opportunity to offer on the unaccepted quantity. However, the concern which submitted the unaccepted offer shall be eliminated from consideration under Step Four and Step Five, for award at higher prices, unless that concern first accepts a quantity of the failed portion equal to the entire quantity of its unaccepted offer, at the adjusted price of its offer.

**Step Four.** In case there is more than one unaccepted offer which meets the conditions of (a) and (b) above, Steps

One, Two, and Three above shall be applied with respect to the quantities of each such offer in turn, from lowest price to highest.

**Step Five.** Eligible concerns in the order of priority in (2) above will be requested to offer at the highest unit price awarded on the Schedule portion on any quantity of the failed portion remaining after Steps One, Two, and Four have been completed, provided that if any of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.

**Step Six.** If the entire failed portion is not taken by eligible concerns pursuant to Steps One through Five above, the failed portion is automatically dissolved and such unawarded portion may be procured by advertising or negotiation, as appropriate, in accordance with existing regulations.

#### (4) **DEFINITIONS.**

- (i) The term **labor surplus area** means a geographic area which at the time of award is classified as such by the Secretary of Labor in the Department of Labor "Listing of Eligible Labor Surplus Areas Under Defense Manpower Policy 4A and Executive Order 10582."
- (ii) The term **labor surplus area concern** means a concern that agrees to perform or cause to be performed a substantial proportion of a contract in labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in labor surplus areas if the aggregate costs that will be incurred by the concern of its first tier subcontractors on account of manufacturing or production performed in labor surplus areas amount to more than 50 percent of the contract price.
- iii) A **small business concern** means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in

L21.02Cont.' SP0600-01-R-0005

regulations of the Small Business Administration (CFR Title 13, Section 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting offers in its own name must agree to furnish in the performance of the contract end items manufactured or produced by small business concerns; provided, that this additional requirement does not apply in connection with construction or service contracts.

(5) **AGREEMENT.** The offeror agrees that if awarded a contract as a LSA concern under the failed portion of this procurement, it will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award or at the time of performance of the contract as a LSA.

#### (6) IDENTIFICATION OF AREAS OF PERFORMANCE.

Each offeror desiring to be considered for award as a LSA concern on the failed 8(a) portion of this procurement shall identify below the geographical areas in which it proposes to perform, or cause to be performed, a substantial proportion of the contract. Such offerors are instructed to insert the address(es) when costs incurred on account of manufacturing or production (by the offeror or first tier subcontractor) will amount to more than 50 percent of the contract price.

Name of Company: Street Address: City/County: State:

(If more than one location is to be used, list each location and the costs to be incurred at each, stated as a percentage of the contract price.)

**CAUTION:** Failure to list the location of manufacture or production and the percentage of cost to be incurred at each location will preclude consideration of the offeror as a LSA concern.

If the Department of Labor classification of any such area changes after the offeror has submitted its offer, the offeror may change the areas in which it proposes to perform, provided that it so notifies the Contracting Officer before award of the failed 8(a) portion.

(7) **REQUIREMENTS CONTRACT.** In the event multiple awards to two or more suppliers are made for any one item, for the purpose of equitably distributing orders between Contractors for the Schedule and failed 8(a) portion, "the Government will endeavor to apportion the quantities to be ordered, as equally as possible."

NOTE: When responsive offers are received offering an eligible product listed in DFARS 225.403-70, priority for award shall exclude from paragraph 2 above, Group 2; and Group 4 shall be titled "Other Business Concerns."

(DESC 52.219-9F20)

# F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(DEDC III	K 1990)
	pon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of required.
	Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:
(2)	Rate for detention beyond free time:
	e above will not be considered in the evaluation of offers for award.
	otwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the
	allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates
	larged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.  INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.
	ETENTION COSTS. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer
	costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to
the activity receiving	
	(DESC 52.247-9FK1)
F73.02 DUST	SUPPRESSION/FREEZE CONDITIONING OF COAL (DESC OCT 1994)
	UST SUPPRESSION refers to the preparation of coal using a process or medium to achieve effective dust control. FREEZE
	a process to reduce coal from freezing together or to a conveyance, which would restrict the product flow.
(b) W	hen called for under the Schedule, coal will be treated for dust suppression and/or freeze conditioning using a nonpetroleum-
based medium proces	s that permits a total uniform application. The medium used will be one that is available commercially and normally used for
such purposes, subject	ct to review by DESC. Application of the medium will be per manufacturer's direction, subject to modification by DESC, and
will be accomplished	immediately prior to loading into a conveyance or stockpiling. However, when multiple transfers or transportation modes
occur during shipmen	nt, treatment will take place immediately prior to stockpiling or loading at the specified shipping point.
(c) W	hen both dust suppression and freeze conditioning are called for in the Schedule, the process used must satisfy both
requirements, subject	to review by DESC.
(d) Th	ne Contractor certifies that the treatment medium and/or process is in compliance with all Federal, State, and local EPA
-	the treatment location and at the using activity.
	ne offeror shall submit the following information with the offer:
(1)	The name and address of the manufacturer of the treatment medium:
	·
	<del></del>
(2)	The product brand name:
(3)	Chemical nomenclature (in addition, provide product's technical data package, if applicable):

(4) Product's Material Safety Data Sheet.

Failure to submit this information with the offer may render it nonresponsible.

(f) The Contractor shall notify the Contracting Officer if the manufacturer of the treatment medium and/or process is changed.

(DESC 52.211-9F50)

#### G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a)	Pay	/ee	N	am	e ((	Co	ntra	act	or):	: _									I	(D	00	NC	T	 EX	CI	 EEI	) ) 2	25 (	_ CH.	 AF	RA	 CT	EI	RS)		
(b)	o) Check Remittance Address:																																			
						Ш					1		L	1						L	L				L				1				┙			
	(DO NOT EXCEED 30 CHARACTERS PER LINE)																																			
				(	(c)	Na	arra	ativ	⁄e I	nfo	orm	ati	on	(sp	eci	al i	nst	ruc	ctio	ns)	١.															
																															Ш					
	L			ı	ı												1	ı	1							ı					┙					
	L							_		ı							_		1				ı	ı												
	L			L	L			1									L	L	L							L	_									

**OP42** 

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

### 1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

#### (b) EVALUATION PREFERENCE.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
  - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) **WAIVER OF EVALUATION PREFERENCE**. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
  - [ ] Offer elects to waive the evaluation preference.
  - (d) AGREEMENT. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
    - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts. (FAR 52.219-4)

1. 2. I	(Submit one completed form THIS WILL AUTHORIZE T DESCRIBED BELO SOLICITATION N HEREBY AGREE TO FURNIS (INSERT NO. OF TONS AI PECIFICATIONS FOR ITEM(S COMPANY NAM (Insert name of con	UMBER.	SELL COAL FROM THE MINE PLY CENTER UNDER THE ABOVE  DING THE MINIMUM TO: al authorized to sell	
3 N	MINE NAME	STATE DE	RMIT NUMBER	
J. IV		s names, if known) (May be continu		_
			STATE	
	SEAM NAME	SEAM NUMBER	TYPE	
(D	aı a.:			
	ep, Slope, Strip,	e Business(500 employees or more	) Shaft, Auger	•)
10		Business (Less than 500 employee		1)
4.	TIPPLE NAME	STATE F	PERMIT NUMBER	
	(Insert current and previous			
		G07117777	am . mm	
			STATE	
5.	CHIDDING DOINT	CAD SI	DING CADACITY	
٥.	LOCATION	RAILROA	DING CAPACITYAD(S)	
6. R				
_	OPER A MINIG GOLDANIA			
7.		:y which is operating the MINE des		
	(msert name of the compan	y which is operating the MINE des	scribed above)	
	ADDRESS:			
8		IZED OFFICIAL OF OPERATING	COMPANY (Type or Print)	<del></del>
1 1/2	AME AND THEE OF ACTION	IZED OFFICIAL OF OFERATING	COMPANY (Type of Time)	
			DATE	
		OFFICIAL OF OPERATING COMP	ANY	
71	ELEPHONE NUMBER			

Revised DFSC 4.23, SEPT 96 (Supersedes DFSC 4.23 MAY 84) ATTACHMENT 2 SP0600-01-R-0005

#### CONTRACTOR PERFORMANCE DATA SHEET

PLEASE COMPLETE THE INFORMATION CONTAINED ON THIS DATA SHEET FOR ALL CONTRACTS AND/OR SUBCONTRACTS PERFORMED DURING THE LAST 2 FILL-IN) YEARS FOR THE SAME OR SIMILAR WORK REQUIRED BY THE SOLICITATION (IN TERMS OF SCOPE, COMPLEXITY, TYPE OF PRODUCTS, QUANTITIES, DELIVERY MODES, PERFORMANCE PERIODS, DELIVERY SCHEDULES, QUALITY REQUIREMENTS, ETC). THE CONTRACTS SUBMITTED SHOULD HAVE A MINIMUM OF ONE YEAR PERFORMANCE HISTORY. THESE CONTRACTS MAY INCLUDE EFFORTS UNDERTAKEN ON BEHALD OF FEDERAL AGENCIES, INCLUDING THOSE PERFORMED FOR NON-DOD ACTIVITIES, QUASI-GOVERNMENT ORGANIZATIONS, STATE OR LOCAL GOVERNMENTS, AND/OR PRIVATE INDUSTRY.

THE INFORMATION PROVIDED IN THIS DATA SHEET WILL BE ISED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING QUALITY AND DELIVERY OBJECTIVES. THE RESULTS WILL BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSALS (RFP).

### **GENERAL INFORMATION**

Contractor Name and Ad	ddress:			Contracto	r Po	oint of Contact	
				Phone:		Fax:	
		CON	TRAC	T INFORMA	ATI	ION	
Contract Number:			Contrac	t Type:			
Period of Performance:			Contrac	ct Dollar Value:			
Place of Performance:			# of Lin	e Items Serviced	l:		
Contract Customer	DoD	Non- DoD		Quasi-Gov't		State or Local	Private Industry
Customer Name and Add	dress:						
<b>Customer Points of Cont</b>	tact (Name, Tit	le, Pho		x):			
1.			2.				
Phone:	Fax:		Phone:			Fax:	
Brief Description of wor	k/supplies furi	nished:					
_							

SMALL BUSINESS SUBCONTRACTING PLAN							
OFFEROR:							
	Solicitation No.: <u>SP0600-01-R-0005</u>						
	NOTE: If a plant or division-wide Master Plan is						
	<b>being</b> incorporated by reference, place 'X' in box and						
	complete Part I (A thru I) and Part IV only.						
(* = Continue on separate sheets if necessary.)							
(** = Is not applicable with commercial Plan.)	Date of Plan						
	(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)						
PART I SUBCONTRACTING GOALS:	Government Contract Administration Office are required.)						
TAKTI BUBUNTKACIING GOALS.							
A. Total dollars planned to be subcontracted:	<b>8</b>						
B. Total dollars planned to be subcontracted to small business c C. Total dollars planned to be subcontracted to HUBZone small							
D. Total dollars planned to be subcontracted to medical disadvant							
•	\$						
E. Total dollars planned to be subcontracted to women-owned st							
F. Percentage of total subcontracting dollars for the u							
G. Percentage of total subcontracting dollars for the U. H. Percentage of total subcontracting dollars for the use of small	use of HUBZone small businesses:% all disadvantaged businesses:%						
I. Percentage of total subcontracting dollars for the use of won	nen-owned small businesses:%						
J. Principal types of supplies and services to be subcontracted:							
	$IUB Zone\ small\ business, (iii)\ small\ disadvantaged\ business\ concerns, and\ (iv)$						
women-owned small business concerns.) (*)  K. Describe method used to develop these goals (e.g., Based on	procurement history, available resources, etc.)(*)						
	F,,,,,,,,,,,,,						
L. Were indirect costs included in establishing these goals?	Yes ÿ No ÿ						
If Yes, describe the method used to determine proportionate share	Yes ÿ No ÿ e of indirect costs to be incurred with (1) small business concerns, (2) HUBZone						
small business concerns, (3) small disadvantaged business conc	cerns, and (4) women-owned small business concerns: (*)						
PART II – SUBCONTRACTING PROCEDURES:							
A. Name of the individual who will administer the offeror's su	bcontracting program:						
Include a brief description of this individual's duties:							
SMALL BUSINESS SUBCONTI	RACTING PLAN (CONTINUED)						
B.Describe methods used to identify potential sources for solici	tation purposes:						
(indicate with an "X" those that apply) Existing company source lists	OTHER:						
SBA Procurement Marketing & Access Netw	ork (PRO-Net)						
SBA list of certified Small Disadvantaged B	usiness Concerns						
National Minority Purchasing Council Vend Dept. of Commerce Research and Information	or Information Service on Division of Minority Business Development Agency						
Small, HUBZone small, small disadvantaged	, and women-owned small business concerns trade associations						
D. Describe methods used to assure small, HUBZone small, s	emall disadvantaged, and women owned small business						
concerns have an equitable opportunity to compete for sul							
DESC-P Form 1, Apr 99 (supersedes the May 96 version) – Previ	ous editions are obsolete.						
PART III – SUBCONTRACTING PLAN MANAGEMENT:	goment of this Subsentuesting Disa will be succeed.						
Offeror certifies that the following procedures regarding mana (Indicate acknowledgment of compliance by annotating "X" in a	gement of this Subcontracting rian will be enacted:						
	ÿ A. Contractor will assist small, HUBZone small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.						

 $\ddot{y}$  B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small, HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time.  $\ddot{y}$  C. Contractor will provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and

WOMEN-OWNER SHIRIT BUSINESS CONCEINS IN AIT. INDIC OF BUJ. ACCISIONS

- $\ddot{y}$  D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women-owned small business firms.
- $\ddot{y}$  E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, HUBZone small, small disadvantaged, and women-owned small business concerns, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Contractor's Subcontracting Plan.
- $\ddot{y}$  F. Contractor will ensure that the clause entitled "Utilization of S mall Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- ÿ G. Contractor will cooperate in any studies or surveys as may be required.
- $\ddot{y}$  H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- ÿ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- ÿ J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295, as appropriate.
- ÿ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:
- ÿ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, HUB Zone small, small disadvantaged, and women-owned small business concerns:
- ÿ 2. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or women-owned small business concerns;
  - 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate-
    - a. Whether small business concerns were solicited, and if not, why not;
    - b. Whether HUBZone small business concerns were solicited, and if not, why not;
    - c. Whether small disadvantaged business concerns were solicited, and if not, why not;
    - d. Whether women-owned small business concerns were solicited, and if not, why not; and
    - e. If applicable, the reason why award was not made to a small business concern;
- ÿ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
- 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars,
- training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and
- ÿ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. (\*\*)

PART IV								
OFFEROR'S SIGNATURE	Typed Na	me and Title	Date					
PART V DETERMINATION OF ADEQUACY	CONCURRENCE WITH DETERMINATION: (If nonconcurrence, see attached							
Contra	cting Officer	Date	rationale.)					
Division Chief approval if no subcontracting ÿ Approval 2 levels above CO if SDB Goa ÿ Less than 5%	,	ermined.	DESC-DU Date					
Title/Sig	gnature	Date						
DESC-P Form 1, Apr 99 (supersedes the May 96 version) – Previous editions are obsolete.								